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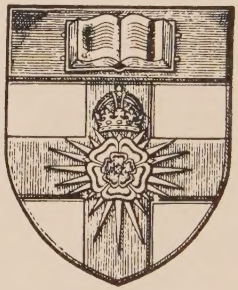

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THE INSTITUTION OF SURVEYORS.

TRANSACTIONS.

VOL. XII.

SESSION 1879-80.

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NOTE.

This Institution does not, as a body, hold itself responsible for statements made or opinions expressed, either in the Papers read, or in the discussions which have occurred, at the Meetings.

The Institution of Surveyors,

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

OFFICERS, 1879-80.

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THIS COUNCIL WILL CONTINUE UNTIL MAY 1880.

Members and Associates receive, fortnightly, copies of the Sessional Papers, and of all current publications of the Institute.

The Institution of Surveyors

Is established—

1. To secure the advancement and facilitate the acquisition of that knowledge which constitutes the profession of a Surveyor, viz.—the art of determining the value of all descriptions of landed and house property, and of the various interests therein; the practice of managing and developing estates; and the science of admeasuring and delineating the physical features of the earth.
2. To promote the general interests of the profession, and to maintain and extend its usefulness for the public advantage.

The Institution consists of three classes, viz.—Members, Associates, and Honorary Members, with a class of Students attached.

A Member must be more than twenty-five years of age, and have acquired a practical knowledge of surveying in one or other of its branches as above defined, and so practised on his own account for more than five years; or be a member of a firm of Surveyors established upwards of ten years; or in partnership with a Surveyor of ten years' standing. Every Member is eligible for election on the Council, for election or appointment to all offices of the Institution, and entitled to all its rights and privileges.

An Associate must be more than twenty-one years of age, not necessarily a Surveyor by profession, but his pursuits must be such as to qualify him to concur with Surveyors in the advancement of professional knowledge. Associates are not eligible for the offices of President or Vice-President, but are eligible for election on the Council or for election or appointment to other offices of the Institution; they have

access to the Library, subject to the regulations of the Council, and are entitled to vote and take part in the affairs of the Institution at all Annual, Ordinary, and Special General Meetings of Members and Associates.

An Honorary Member must be a person who, either by reason of his position or his eminence in science and experience, may be enabled to render assistance in promoting the objects of the Institution, but who is not engaged in practice as a Surveyor in Great Britain or Ireland. He has the privilege of being present and taking part at all Ordinary General Meetings, and of access to the Library, but no right of voting, discussing, or otherwise interfering in the affairs of the Institution; nor is he called on to contribute to its funds.

Students, not under eighteen years of age, may be admitted by the Council on the recommendation (according to a form) of four Members and two Associates, or of the Member or Associate to whom they are or have been articled, and they may remain Students of the Institution at and during the pleasure of the Council, until they attain the age of twenty-one years, when they shall cease to be Students.

The Council may accord to Students such privileges, subject to such terms, regulations, and restrictions, as they shall from time to time prescribe.

Any person desirous of being admitted into the Institution (excepting to the class of Students) must be proposed and recommended according to a form, in which the full name, place of business (if any), usual residence, and qualifications of the candidate must be distinctly specified. This form must be subscribed by him, and signed by at least six Members or four Members and two Associates, certifying a personal knowledge of the candidate.

The proposal so made, being delivered to the Secretary, will be submitted to the Council, who, on approving the qualifications, will determine the class for which the candidate is to be presented for ballot at an Ordinary General Meeting of Members and Associates.

The following are the rates of contribution to the funds :—

	Annual Subscription. £	s.	d.	Admission Fee. £	s.	d.
Student	1	1	0		—	
Associate	2	2	0	3	3	0
Member	3	3	0	5	5	0

An Associate may compound for his annual subscription for twenty guineas, and a Member for thirty guineas.

With the view of forming a Library and Collection, all Members and Associates are expected, within twelve months after their election, to deliver to the Council an original Paper on some subject connected with the profession, or to make a donation to the Library or Collection.

The affairs of the Institution are under the management of a Council, which is elected annually, consisting of a President, four Vice-Presidents, twelve Members, and two Associates. Besides the above, the Past-Presidents, and the President or Chairman of any local Association in alliance with this Institution, are Members of the Council *ex-officio*.

The Session of the Institution commences annually on the second Monday in November, and continues to the end of May. The Ordinary General Meetings are held on every alternate Monday during the Session. At these Meetings original communications are read on some professional subject, and their merits fully and freely discussed. Every Member and Associate has the privilege of introducing one visitor to these Meetings. Members and Associates are entitled to a copy of any printed publication issued by the Institution after their admission.

THE OPENING ADDRESS

BY

WILLIAM STURGE, PRESIDENT,

AT THE ORDINARY GENERAL MEETING OF

THE INSTITUTION OF SURVEYORS,

NOVEMBER 10TH, 1879.

GENTLEMEN,

It is again my duty and my privilege to address you from this Chair. I beg to offer you my sincere thanks for the honour you have done me in re-electing me as your PRESIDENT, and to assure you of my continued endeavour to discharge the duties of the office to the best of my ability.

The agricultural depression, which has continued for five years, and has already been referred to at some length in three successive opening Addresses from this Chair, has become aggravated by its prolonged duration and the very unfavourable character of the present season. A winter of extraordinary length and severity, lasting for six months, from November to May, was followed by a cold, wet, backward spring, and by a summer marked by continuous rains, absence of sunshine, and a temperature much below the mean of average years. The depression has been the subject of controversy in the public prints and of much discussion at agricultural meetings throughout the country. On the motion of Mr. CHAPLIN in the House of Commons, an Address to the Crown was agreed to in June last, asking for the appointment of a Royal Commission to investigate its causes and remedies, and in the

course of the debate the President of the Board of Trade quoted at length a series of Resolutions adopted by your Council as to the causes of and the remedies for the distress.

The Commission has been appointed, and has commenced its labours; and, judging from the names and reputation of the Commissioners, and the scope of the proposed enquiries, the result cannot fail to be the acquisition of a vast amount of information calculated to throw light upon the causes of the depression, and the best means of mitigating its results. The magnitude of the work to be accomplished leads, however, to the conclusion that the Report cannot be presented to the Queen within an early date.

I propose, therefore, to devote this Address to a topic of such vast importance to the landed interest, both landlords and tenants, and to ourselves as Land-agents, whose duty it is to deal with it in all its bearings; and, for that purpose, to qualify ourselves by obtaining all the data at our command. Whilst there are many far more capable than myself of treating the subject, I will, as your PRESIDENT, endeavour in this Address to contribute some information and reflections which I trust may be found not without interest and value.

I would first remark that in agriculture, as in commerce, periods of prosperity and adversity appear to recur at various intervals of uncertain duration, the causes of which, though differing in detail and degree, are probably subject to general laws. These laws, however recondite in their origin and difficult to comprehend, appear to be as certain in their effects as the flow and ebb of the tide. The seasons, too, seem to be governed by similar laws—cycles of productive and unproductive years succeeding each other at intervals according to meteorological laws not as yet understood.

It may be interesting to refer to some past periods of agricultural depression, as tending to show that the present depression is by no means exceptional in its results, though it may differ in its causes from those which have preceded it.

It is a noticeable coincidence that in the year 1779 (exactly a century ago), a severe agricultural crisis occurred. ARTHUR YOUNG, writing in 1780, says: "In the years 1776-77, prices fell considerably; and in 1779 so low, that very general complaints have been heard of ruined farmers and distressed landlords; and at the time I am now writing the fact holds that there is a considerable fall in all products, and great numbers of farmers ruined. I have the prices of wool for 40 years now before me, and that which from 1758 to 1767 was from 18*s.* to 21*s.* per tod, is for 1779 but 12*s.*, and was in 1778 but 14*s.* We must go back to 1754 to find a year so low as the last—wheat and all sorts of grain are greatly fallen."

At this period I may remark that there was no foreign competition to contend with, England being at that time self-supporting, both in food and woollen clothing. The depression must therefore have been due to the general state of the trade of the country.

The next great depression I have on record was consequent on the inflated prices caused by the long French war, with the accompanying premium on gold and inconvertible paper currency, and the subsequent resumption of cash payments. This depression reached its culminating point in 1822, when the average price of wheat fell from its highest recorded price, viz., 126*s.* 6*d.* per quarter in 1812 to 44*s.* 7*d.* in 1822; that of barley, from 66*s.* 9*d.* to 21*s.* 10*d.*; that of oats, from 44*s.* 6*d.* to 18*s.* 1*d.*; and that of meat, from 6*s.* 4*d.* to 3*s.* 2*d.* per stone. I may here remark that at this time a protective corn law was in force, intended to prohibit the importation of wheat when the

price was below 80*s.* per quarter, and that there was no foreign competition in the supply of meat.

In 1835 there was a great depression of prices, the average price of wheat for that year being 39*s.* 4*d.*, that of barley 29*s.* 11*d.*, that of oats 22*s.* per quarter, and that of meat about 4*s.* 6*d.* per stone. These prices appear to have been the consequence of four abundant harvests, which must have compensated the grower for the reduced prices. In that year the importation of wheat from abroad was but nominal in amount.

In 1849 wheat was, for the first time since the imposition of the Corn Laws, admitted from foreign parts at the nominal duty of one shilling per quarter. A severe depression ensued, extending through the years 1849 to 1852 inclusive, during which period the average price of wheat was 40*s.* 11*d.*, that of barley 26*s.*, that of oats 17*s.* 11*d.* per quarter, and that of beef and mutton 3*s.* 4½*d.* per stone.

The annual importations of foreign wheat reached the then unprecedented quantity of 16½ millions of cwts., and of flour upwards of 4 millions of cwts.

In 1853 a recovery commenced in the prices of all kinds of agricultural produce, and I believe I am correct in stating that the twenty-one years from 1854 to 1874, inclusive, were, on the average, prosperous years for the agricultural interest. The septennial average prices of wheat, barley, and oats were so low in 1854 that the £100 of commuted tithe rent charge was reduced to £89 15*s.* 8¾*d.*; it rose in 1861 to £112 3*s.* 4¾*d.*, and although it fell in 1866 to £97 7*s.* 9¼*d.*, it rose gradually until, in 1878, it reached £112 7*s.* 5¼*d.*

During the same period the price of beef advanced to 5*s.* 6*d.* per stone, and that of mutton to 6*s.* 1*d.* per stone, or upwards of 66 per cent. from the lowest point; wool advanced from 1*s.* 1¼*d.* to 1*s.* 11*d.* per lb., or 40 per cent., and cheese, according to quality, from 33 to 50 per cent. During the

whole of this period there was much competition for farms, which readily let at an advance varying, according to quality and the proportion of pasture land, from ten to twenty per cent. This advance was, however, checked by the increased cost of labour consequent on the agitation which commenced in 1871.

The first symptoms of a change appeared towards the close of 1875. The harvest of that year was very deficient, and a reaction had set in from the great inflation of trade and manufacture which culminated in 1874. With 1875 commenced the series of wet seasons which has continued to the present time. Notwithstanding the protracted drought of the summer of 1876, the rainfall of that year was much beyond the average. The aggregate excess of rain in the West of England, during the four years 1875 to 1878 inclusive, was 42 inches, or more than a whole year's extra rain. This excessive rainfall has continued during the present year—making altogether five wet seasons in succession,—a circumstance that has not previously occurred within the memory of living men. The consequence was that the wheat crops of 1875, '76, and '77 were much below the average; and although the crop of 1878 was a full average in quantity, yet the quality was seriously damaged by a wet harvest. The crop of 1879 is probably the worst that has been known for many years.

Now let us consider the effect of the deficiency of the wheat crop upon farmers' profits for five such seasons as those of 1875-76-77-78-79. The want of statistics renders it impossible to estimate the deficiency with accuracy. I shall probably be within the mark if I take it at 15 per cent. The average price of wheat was about 47*s.* per quarter, or, in round figures, 10 per cent. below the average of the last twenty years. The combined deficiency in quantity and price is therefore about 25 per cent., or more than the entire

rent of the land cultivated with wheat during the last five years, which has thus been lost to the occupier. In the present year, the deficiency in all kinds of agricultural produce may be taken at 25 per cent.; for it has extended not only to cereal crops, but also to meat and dairy produce, owing to the damage done by rain to pasture and meadow lands.

In past times the loss from such a succession of deficient crops would have fallen upon the consumer in the shape of higher prices. Now the deficiency is fully made up by increased importations from abroad, especially from America, and the loss falls upon the English producer: this fact alone is sufficient to account, in great measure, for the prevailing agricultural distress.

From want of statistics, I am unable to give any information as to the yield of barley and oats for the five past years; but the crop of these cereals, no doubt, suffered from the bad seasons, though not to the same extent as wheat. The prices, however, continued to rule high, that of barley for 1878 being 40*s.* 2*d.* per quarter, or twenty-five per cent. above the tithe commutation average, and that of oats 24*s.* 4*d.*, or ten per cent. above it. In fact, up to the end of last year, the only articles of agricultural produce which had seriously fallen in price were wheat and cheese. But until the autumn of the present year the fall of prices continued, and extended more or less to all kinds of agricultural produce. Wheat fell to 40*s.* per quarter, barley to 28*s.* or 30*s.*, oats to 18*s.* or 20*s.*, whilst the fall in the price of cheese was extraordinary—20*s.* or 30*s.* per cwt.,—and for some months the price ruled lower than has been known for upwards of fifty years. The fall in the price of meat did not exeeed one penny per lb.; that of prime butter twopence per lb.; but wool fell to 9½*d.* or 10*d.* per lb., being less than half the prices realized a few years ago, and lower

than those of any year since 1848. This general fall in prices is due to two causes—firstly, to reduced demand consequent on the general state of trade; and, secondly, to increased foreign importations, to which I now proceed to call your attention.

The stream of agricultural production in America expands in volume year by year. The increase during the last twenty years in the breadth of land cultivated with wheat has been extraordinary. It appears, from the Reports of Her Majesty's Secretaries of Embassy and Legation for 1879, that the quantities of wheat grown in three different sections of the States, in the years 1849, 1859, 1869, and 1877, were as follows, viz.:—

Sections.	1849.	1859.	1869.	1877.
	Quarters.	Quarters.	Quarters.	Quarters.
Atlantic Coast .	6,457,127	6,661,767	7,184,546	8,043,100
Central Belt...	5,440,331	11,807,326	17,609,634	18,486,250
Trans-Mississippi	663,285	3,169,022	11,174,023	19,107,500
Total	12,560,743	21,638,115	35,968,203	45,636,850

It will be seen that, whilst the production of the States on the Atlantic Coast has increased but slightly, that of the Central Belt has increased more than threefold, and that of the Trans-Mississippi States nearly thirtyfold. The total area of land under wheat in 1878 is stated at 30,000,000 acres, or, in round numbers, tenfold that under wheat in the United Kingdom, which is now less than 3,000,000 acres. The crop of 1878 in America is estimated at 422,593,000 bushels, or a fraction over 14 bushels per acre, while the average crop of the United Kingdom is estimated at 29½

bushels per acre; but this year's crop is supposed to be twenty-five per cent. under average.

As our home growth does not exceed one-half of our consumption, there can be no doubt that we must in future continue to purchase largely from America; the great question is at what price our wants can be supplied.

It is clear that the principal sources of supply are the Central and Trans-Mississippi States, regions—especially the latter—but recently tapped, and affording an area for an indefinite extension in the growth of wheat. The soil is mostly of good quality—in fertile plains and rolling prairies. The land may be purchased in fee simple at one or two dollars per acre. It is broken up from pasture by means of one or, at most, two ploughings, and produces a first crop of 20, 25, or 30 bushels per acre. Crop follows crop, and in the course of a few years the produce decreases, and the result is that the average crop of the United States is estimated at only a fraction more than 13 bushels per acre. From the best information I have obtained, the actual cost to the grower is about 20*s.* per quarter. To this must be added cost of transit to Chicago or St. Louis, carriage to New York, freight to England, insurance, landing and warehouse charges, commission on both sides of the water, carriage to inland markets, and loss of weight. I believe all these charges cannot be safely taken, on the average, at less than 17*s.* 6*d.* per quarter; and I conclude that 37*s.* 6*d.* is the average cost out of pocket of a quarter of wheat imported from the United States. It must not, however, be forgotten that the last two crops in America have been over average; that freights have been low; and that the competition of the American railways has been so keen that the railway carriage of a barrel of flour from St. Louis to New York (a distance of about 1,000 miles),

has been actually reduced during the present year from 46 cents. to 8 cents. Bitter are the complaints of the Eastern States that the advantages thus given to the Western States are purchased at their expense by exorbitant rates for the carriage of goods for short distances. An agreement between the rival railway companies to return to the normal and remunerative rates, and a rise of ocean freights (which has already taken place), would speedily add 8*s.* to 10*s.* per quarter to the cost of conveying wheat from the far west to England.

It appears to me that in all the published statements of the cost of wheat growing in America the farmer's profit is omitted, for it can scarcely be supposed that he will be content wth the mere value of his labour, even if he does all the work himself; and certainly not, if he farms on a scale requiring the employment of hired labour. An average profit of 6*d.* per bushel, on the saleable produce of 11 bushels per acre, would only yield him 5*s.* 6*d.* per acre, equal to £13 15*s.* per annum for 50 acres, or £27 10*s.* for 100 acres; and I should suppose this to be the minimum profit he would expect to make. Much larger profits must certainly have been realized within the last few years.

The dairy interest in the United States has grown to one of great magnitude. The number of cows, in January 1878, was 11,300,100, or, in round numbers, 25 cows to 100 persons. In the United Kingdom, in 1878, the number of cows was 2,208,297, or about 6½ cows to 100 persons, or only a fraction more than one-fourth the percentage in the States. This would indicate a very large margin for export of dairy produce, after meeting the demand for home consumption. The production of cheese is estimated at nearly 2,600,000 cwt., and that of butter at 8,400,000 cwt. per annum.

The imports of cheese into the United Kingdom have increased enormously in the last 30 years, as will appear from the following table, viz. :—

1849	. . . .	379,648 cwt.
1862	. . . .	703,909 „
1870	. . . .	1,041,281 „
1877	. . . .	1,651,088 „
1878	. . . .	1,965,949 „

It will be seen that in the 30 years from 1849 to 1878, inclusive, the importation increased more than fivefold; and that in 1878 the importation increased 19 per cent. as compared with 1877. What wonder then that this increased supply to a falling market and decreased demand should cause a fall in price for middling and inferior qualities from 56*s.* and 60*s.* per cwt. to 30*s.*, or nearly 50 per cent. ?

The importation of butter has increased in about the same ratio—viz., from 282,501 cwt. in 1849 to 1,795,413 cwt. in 1878—or more than sixfold; but the reduction in price has been comparatively small.

It appears, from official returns, that the average price of cheese in New York City trebled in the thirty-one years from 1834 to 1865, when it reached its highest price, 20 cents. or 10*d.* per lb.; that in 1878 it fell to 12¾ cents., in January 1879, to 8 cents., and that the more recent quotations have been as low as 5½ cents. or 2¾*d.* per lb. An address, prepared by Mr. J. H. Reall, read at the Annual Meeting of the "Dairymen's Association of Western Ontario," held in February last, states:—"That in 1878 75 per cent. of the entire produce of the country was sold at a loss, 50 per cent. at a ruinous loss, and that 25 per cent. scarcely paid freight and charges."

The English dairyman may therefore take courage in the fact that prices have been far too low for the American as well as for himself.

The importation of fresh meat from America increases with rapid strides. Commenced so recently as 1873, that of fresh beef now exceeds 500,000 cwt. per annum. For full information on this subject, I would refer you to the articles in the Journal of the Royal Agricultural Society (Second Series, Vol. XIII., Part 2, 1877), by Mr. J. P. Sheldon, Professor of Agriculture in the Royal Agricultural College, Cirencester, and by Professor H. E. Alvard, of Easthampton, Massachusetts. The former writer looks at the subject from an English, and the latter from an American point of view; but both agree in the opinion that beef of prime quality can be delivered in England at 6½*d.* per lb., or 4*s.* 4*d.* per stone, and that the sources of supply are practically only limited by the demand. The American writer goes so far as to state that, in the course of a few years, beef will be supplied to the English consumer at 4½*d.* per lb.

Such is a brief outline of the competition with which British agriculture has to contend. Three thousand miles of ocean and one thousand miles of inland carriage formed, until recent years, a formidable protective barrier, which has now succumbed to the railway and the steamship; and fertile land of boundless extent, genial climate and nominal value, is brought into direct competition with the expensively cultivated farms of this country.

The cost of agricultural labour has fallen one to two shillings per week in the purely agricultural districts, and considerably more in the neighbourhood of the mining and manufacturing districts, from the highest point reached in the full tide of national prosperity which culminated in 1874. Farmers, however, still complain that the labourer gives less work for his day's pay than he did previously to the agitation which commenced in 1871; and that the increased cost of labour cannot therefore be measured by the nominal increase in the daily wage since that date. Many assess the

increased cost in the last twenty years at 50 per cent.; but this is probably an exaggeration, and, taking into account the increased use of labour-saving apparatus during that period, I should suppose that 25 to 30 per cent. is nearer the truth.

The increase of parochial and other rates is much complained of as one element of the existing depression. It is difficult to ascertain the facts with accuracy. I could mention parishes in which, prior to the operation of the Union Assessment Act, 1860, all rates were covered by 1*s.* 6*d.* to 2*s.* in the pound, and I could name others in which they were 6*s.* to 7*s.* in the pound. I think the average may have increased from 3*s.* to 3*s.* 6*d.* in the pound. In former years, the rating was in many cases based on an assessment of 25 to 30 per cent. below the rack rent, but it is now more often fully up to the rack rent, so that the actual increase in rates is more than is represented by the increased poundage. On the whole, I think it may be estimated at from $2\frac{1}{2}$ to 5 per cent. on the rental value.

I think I have now touched upon the principal causes of the prevailing depression.

Its effects upon the agricultural interest are but too apparent:—farmers living on their capital, some becoming insolvent, others either throwing up their farms in despair, or attempting to meet the exigencies of the times by impaired cultivation, and landlords compelled to submit to temporary or permanent reductions in rent, and, in some instances, driven to the necessity of taking their farms in hand without the means of providing the necessary capital for their cultivation. Under the most favourable circumstances farmers are satisfied if they can hold their own without serious loss.

On what then must be based the hopes for the future, and what remedies must be prescribed for the present unhealthy state of things?

It is no comfort to a sick man to be told that all his neighbours are suffering from the same prevailing epidemic, but it may at all events inspire him with the hope that there is nothing peculiar in his condition, but that if his neighbours take a turn for the better he may expect to share in the general improvement. The landowner and the farmer may console themselves with the reflection that the merchant and the manufacturer are suffering from the same complaint, though the symptoms may differ, and that, when the latter begin to show signs of convalescence, the former may indulge in the hope that their recovery will follow in the wake. The depression in trade and in the price of almost every article of manufacture has been as prolonged and severe as that of agriculture, not only in this country, but all the world over—notably in America, where the want of employment in commerce has driven thousands to try their fortune in the great grain-producing districts of the west, stimulated by the extra demand for wheat in consequence of the failure of our own crops. The revival of trade in America, which has recently commenced, will probably divert both capital and labour to other channels, and cause an increased demand for produce for home consumption, and we may hope that the improvement will gradually reach this country.

When I come to speak of the remedies for agricultural distress, I approach a subject on which great variety of opinion exists, as evidenced by speeches at public meetings and by articles in the leading magazines and newspapers. It is said that our system of land tenure has broken down under the strain of our difficulties, and that a radical change must take place to enable our agriculture to hold its own against the competition of the world; and further, that the accumulation of land in large estates under the law of primogeniture and the practice of settlement and entail has

the effect of limiting production, checking improvement, and discouraging the investment of capital in cultivation; that the nation suffers greatly from these evils, and is compelled to procure abroad that food which, under a different land tenure, might be produced at home. Whatever may be the defect of our land system as tending to maintain the ownership of estates in the hands of encumbered proprietors or tenants for life, unable or unwilling to expend money in improvements, it will bear comparison in its effect on production with any other; for it will not be disputed that more capital is expended in cultivation and permanent improvememts, that greater progress has been made in scientific agriculture, and that the produce of the soil is larger in this country than in any other country in Europe.

The measures proposed by land reformers may be stated as follows, viz. :—

1. To abolish the law of primogeniture, and to make illegal the practice of settlement and entail, with the view of bringing sufficient land into the market to create a class of yeomen or peasant proprietors farming their own land.

2. To simplify and render less expensive the transfer of real estate.

3. To abolish all restrictive covenants in leases and agreements for letting land.

4. To give the tenant increased security for unexhausted improvements.

5. To abolish the landlord's right of distress for rent.

6. To effect a permanent reduction of rent.

7. To relieve land of some of the burdens now charged upon it, by transferring part of them to personal property.

I will now proceed to examine these proposed reforms in detail, with the view to consider how far they would tend to mitigate the existing depression, and to what extent it is expedient that they should be carried into effect.

First, as to the abolition of the law of primogeniture and the practice of settlement and entail.

I do not propose to discuss these questions in their political and social aspects, but solely in reference to their bearing on the supply of home-grown food, and the means of enabling the British farmer to contend with foreign competition. The point to arrive at is the utmost freedom in the acquisition, enjoyment, and cultivation of land of which the nature of this description of property admits.

Primogeniture is restricted in its operation to cases of intestacy, which are comparatively rare. Whilst its effect is to prevent the sub-division of landed estate, those who inherit under it hold in fee simple, and are unfettered by restrictions in dealing with their estates, whether by improvement, sale, or otherwise. It is the practice of settlement and entail, and the consequent creation of the limited interest of tenancy for life, which, in the case especially of estates burdened with family charges and encumbered by mortgage, prevents the owner from effecting improvement, and makes him unwilling, even if he have the means, to benefit the heir in tail at the expense of the younger children. It is true that he can borrow money of one of the Land Improvement Companies, but the $6\frac{1}{2}$ or 7 per cent. required to pay the interest and redemption instalments is onerous as involving a present loss of income. The Settled Estates Act empowers the Chancery Division of the High Court of Justice to authorize a sale of the whole or part of a settled estate, on the application of the tenant for life, with the consent of the tenant in tail. I think this power might with advantage be extended so as to empower the Court to authorize the sale of the whole or part of an encumbered estate, either with or without the consent of the tenant in tail, for the purpose of paying off encumbrances or carrying out improvements, the proceeds being, of course,

invested for his benefit. If a Court were empowered, like the Encumbered Estates Court in Ireland, to give purchasers a Parliamentary title, future dealings with the property would be greatly simplified, and transfers facilitated, and many heavily encumbered estates would pass into the hands of owners in a position to expend money in their improvement.

Whilst I admit the expediency of making the transfer of land as simple and inexpensive as practicable, I do not believe that any improvements in this respect would, to any great extent, result in superseding the existing class of landowners, who supply land for others to cultivate, and substituting for it a class of yoeman or peasant proprietors engaged in the cultivation of their own estates. If the present race of occupiers have, as a rule, no more capital than is sufficient for the proper cultivation of their farms, how are they to find the means of purchasing their holdings?

Take the case of a tenant occupying a farm of 100 acres, worth £5,000. He may borrow two-thirds of the purchase-money on mortgage, but how can he provide the other third part? Nor would the transaction attract purchasers in large numbers from the monied and commercial classes; for if a purchaser should expend £40 per acre in buying land to pay him 3 per cent., and £10 per acre in its cultivation to pay him 10 or 12 per cent., he would not net 5 per cent. on his entire investment, including remuneration for his personal services in management—a percentage not sufficient to attract capitalists in large numbers.

For these reasons, I conclude that, in an old settled country of limited area, like Great Britain, where land maintains a high price, it must continue, to a great extent, to be owned by one class of persons and occupied by another. Even if it were possible to create a numerous class of small

proprietors occupying their own land, the experience, not only of our own country, but of those countries in Europe in which land is principally occupied by peasant proprietors, leads to the conclusion that the produce of the land is much less under this system than our own, except, perhaps, in the case of garden cultivation near large towns.

The comparative production of large and small estates does not so much depend on the size of the estate as on the ability of the owner to expend money on its improvement. Some of the largest estates in England are models of management—showing large sums annually spent in buildings and other improvements, farms moderately rented, and, in ordinary seasons, a thriving and contented tenantry. The same may be said of many smaller estates, owned by wealthy men in a position to expend a large proportion of the income in improvements. On the other hand, many large as well as small estates are so heavily encumbered as to leave the owners but a small margin to live upon, and none for improvements. There are also many owners of small estates not encumbered whose limited income depends on the rent, and who can ill afford to expend money on their estates. Farms of this class are usually highly rented, and little or nothing is expended either in repair or improvement.

The owners of estates so circumstanced would severely feel any permanent reduction of rent, and would in many cases be compelled to part with their property. The policy of the State should be to remove impediments and to make the transfer of land as simple and inexpensive as possible, in order that no obstacles may stand in the way of investments by large or small capitalists.

The question of restrictive covenants in leases and agreements for letting farms has been brought to the front and warmly discussed at meetings of Chambers of Agri-

culture and Farmers' Clubs. It has been alleged that these restrictions prevent the British farmer from meeting his foreign competitors on equal terms, and, in fact, place him in the position of a man fighting his enemy with his hands tied behind his back. Now I may remark that, so far from its being the interest of the landowner to place his tenant in such a position, it is his interest to give him every possible advantage in the strife. But I maintain that this is not to be done by permitting the tenant to extract from the soil an extra amount of produce this year at the expense of the next. On the contrary, the true object is to maintain the permanent fertility of the soil. It should be remembered that the value of the land is from four to five times more than that of the capital required to cultivate it. Is it reasonable to require the landowner, who has inherited or purchased a farm, to hand it over to a stranger who may have given him what appeared to be satisfactory references, both as to capital and skill—but who may turn out to be a man of straw, or a sloven—to deal with the farm as he thinks proper? to break up the grass lands, to crop the arable lands with corn year after year, and at length to throw the farm upon his hands in a foul and exhausted condition, to be re-let, if at all, at a greatly reduced rent? Whatever may be advocated by men of extreme opinions, I do not believe that the great body of the tenant farmers of England are so unreasonable as to desire such license.

What, then, is the true principle of restrictive covenants? It is the greatest possible freedom to the tenant consistent with the maintenance of the fertility of the soil, which the landlord has the right to expect, and which is no hardship on the tenant. I am aware that old-fashioned leases formerly contained precise covenants as to the course of cropping, which are now exploded, or, if still inserted, are

not adhered to. In well-drawn modern leases these are abandoned, and the covenants are made as simple and comprehensive as possible, leaving the tenant full scope—provided he keeps the land clean and in good heart and condition, and has a fair proportion in fallow, green crops, and artificial grasses every year. The ordinary restrictions on the sale of hay and straw may be more or less relaxed in places where a demand exists, subject to the return of an equivalent in purchased feeding stuffs or manure.

I may here remark that, when a farm is quitted by an outgoing tenant in a foul and exhausted condition, no man is louder in his condemnation than the incoming tenant, who usually asks for damages, or makes the bad condition of the farm a plea for a reduced rent.

The question of compensation for unexhausted improvements has of late years led to much discussion, more particularly in connection with "The Agricultural Holdings (England) Act, 1875." These improvements are of a permanent character, such as buildings or drainage, or temporary, such as the consumption of feeding stuffs, or the use of artificial manures. The former should be carried out by the landlord, or, if he has not the means to carry them out, they should be done by the tenant, protected by a long lease or a tenant right. With regard to the latter, the difficulty is to ascertain to what the tenant is really entitled. It is easy to prove by evidence what feeding stuffs and artificial manure have been applied to the farm within a year or two of the quitting, but it is not so easy to discover to what extent their application has been a remedy for previous exhaustion or a return for the sale of hay straw or roots. The theory of tenant right is good: the practical application is not without difficulties.

A not uncommon complaint of the incoming tenant is that he obtains no *quid pro quo,* and that his payment for

tenant right remains dormant and produces no return, until he has the opportunity of recovering the amount from his successor. In some of the best cultivated parts of England, a tenant right, varying in nature and extent, has grown up by custom, and requires no legislative interference to make it more certain or comprehensive. Wherever this does not prevail, farm agreements should provide for it, but in all cases there should be a set off for land left foul and out of condition.

The landlord's right of distress has sometimes been strongly insisted upon as a grievance to the farmer. In treating of this subject, it must be borne in mind that the right of distress is applicable not only to farms, but to houses and premises used for commercial purposes. Theoretically, the right extends to six years' rent, but, practically, it is seldom that the landlord allows his rent to run more than one year in arrear; and when the sheriff levies under a writ in execution, the landlord's preference is limited to one year's rent. It is said that, if the landlord had no right of distress, he would take extra care to let his land to none but solvent tenants; that the competition for farms would be restricted to men of undoubted capital, who would thus be enabled to secure them upon easier terms. But with all the care that can possibly be exercised, it is in many cases impossible to obtain reliable information as to the means possessed by applicants for farms, and the landlord has mainly to rely on their own statements. Many deceive themselves and their landlords by taking larger farms than they can stock and cultivate with the capital at their command, and too often with ruinous results. If there were no right of distress, men of this class might borrow money on security of their stock and crops, and the landlord might find that a creditor had a preferential claim instead of himself, and that he had no remedy for the recovery of his rent.

Under the present system, the landlord is enabled to give his tenant some credit. It is rarely that the half-year's rent is collected within two or three months of the day on which it falls due. I have known many a tenant tided over a bad season or a period of low prices, by the allowance of a little extra time for payment. But if the law of distress were abolished the landlord could no longer exercise this forbearance. He would, in fact, be placed in a worse position than an ordinary creditor. The debt is due to the latter the moment his goods are delivered, but the rent does not accrue due to the landlord *de die in diem*, but quarterly or half-yearly, as the case may be. If the creditor were to obtain judgment, or if the tenant were to go into liquidation before the rent became due, the landlord might see the stock and crops swept off by the creditors, and be left with no security for his rent. His only remedy would be re-entry, by incurring the expense of ejectment against an insolvent defendant, and thus probably to obtain possession of an exhausted farm, to be re-let at a reduced rent.

To guard against this risk, landlords would be compelled to insist upon the punctual quarterly payment of rent. I am at a loss to perceive what the tenant would gain by the proposed change, or in what way it could operate as a remedy for agricultural depression. Perhaps, however, it may be fair, as between the landlord and the creditors, to limit the right of distress to one year's rent.

Reduction of rent is not, strictly speaking, a remedy for agricultural depression; it may be more correctly described as the distribution of its results between landlord and tenant. The tenant is necessarily the first to feel the effects of the falling off, both in quantity and quality, of the produce of the land, caused by bad seasons, and of the reduction of prices caused both by a reduced demand and by large importations of foreign produce. It requires some time to

adjust existing contracts for the hire of land to an altered scale of prices; but in the long run, continued prosperity on the one hand, or continued depression on the other, cannot fail to have its effect upon the rent.

The value of land, like that of every other commodity, depends upon "the higgling of the market." In times of prosperity it is often raised by competition to a higher point than can be permanently maintained; and in times of depression it is reduced by the absence of competition to a point below the normal value—as tenants for the most part base their calculations upon the existing range of prices, whether high or low. This is especially proved in those counties where it is the practice to let farms by tender. In prosperous times the prudent Land-agent often rejects the highest tenders, even when made by solvent and experienced men, and accepts tenders which he thinks more likely to secure a permanent rent. In adverse times he is compelled to accept tenders which he knows to be below a fair average rent.

In considering the question of adjustment of rent, it should be borne in mind, both by landlords and tenants, that there are rents and rents: there are those which were fixed at an amount which can only be realized in prosperous times, and which cannot possibly be maintained; and there are those which have remained unaltered during a long course of years, and which are even now fair and moderate. Frequent alterations of rents are harassing both to landlord and tenant, and the judgment and discretion of the experienced Land-agent may be of great value in fixing a scale of rental which may be accepted by both parties, as calculated to meet those fluctuations of prices and vicissitudes of seasons which ever must occur in a series of years.

The incidence of local taxation, and its distribution as between real and personal property, has attracted much

attention in connection with the increased number of items of expenditure charged upon the local rates, and the consequently increased percentage on rateable value. The poor and highway rates were formerly the only rates levied on the occupier; and the latter were, within living memory, often paid in kind by an arrangement for the performance of manual and horse labour. To these have now been added sanitary rates, police rates, education rates, and, in many cases, the maintenance of turnpike roads. Personal property certainly does not pay its share of these imposts. The difficulty is to arrange how and in what proportion it should be assessed. Three methods only appear to me practicable—either subvention from the Imperial Exchequer—already made for some purposes connected with the administration of justice—or the assessment of purely residential property on a higher scale than land, as is now done in the case of the sanitary rates, or the application of part of the house tax to local purposes, which would be a contribution from the Imperial Exchequer in another shape.

The greater part of local taxation is, however, borne by the landlord, and not by the tenant. When a farm is let, the amount of the local burdens is estimated by both parties with more or less precision, and the rent is fixed accordingly. It is only any increase that may take place during the tenancy that really falls upon the tenant. Sometimes the fluctuations of taxation may be in his favour; he takes the risk in common with that of the seasons and the prices of produce.

I will now proceed to sum up the conclusions at which I have arrived, as to the causes of and the remedies for the existing depression. The principal causes I take to be as follows:—

First.—The extraordinary inflation in the commerce of the world, which culminated in 1874, caused an increased

demand for and a rise in the prices of all kinds of agricultural produce, which greatly stimulated production, and an extension of the area under cultivation in America.

Second.—This increased production was further stimulated by the occurrence of a series of unusually wet and unproductive seasons and bad harvests in this country, by which our home production was greatly reduced both in quantity and quality.

Third.—The stimulus thus given to the production of food in America led to vastly increased exportations to this country, concurrently with a great falling off in demand, caused by an extraordinary depression of trade and manufacture, and a consequent reduction in the wage-earning power of the working class; and also concurrently with a great fall in the value both of commercial and agricultural produce throughout the world.

Fourth.—The unsettlement of the labour market, which commenced in 1871, increased the cost of cultivation, not only by advanced wages, but by reduced work. The cost of labour is, however, finding its level.

Fifth.—The combined effect of reduced home production caused by bad seasons, and of low prices caused by foreign importations in excess of demand for several successive years, has greatly reduced the profits of agriculture, and in many cases, especially on arable farms, has entailed a serious loss of capital and has led to impaired cultivation.

The remedies are of two classes—firstly, those which, according to all past experience, may be expected to operate in the natural course of things; and, secondly, those which may be effected by legislation and by improved arrangements between landlord and tenant.

Of the first class is the revival of trade, which has already commenced in America, and also in some branches of industry in this country, and which will lead to in-

creased consumption in both. This increased consumption, combined with the operation of low prices in checking production, may be expected to lead to an advance in the prices of agricultural produce. Wheat may perhaps be an exception, on account of the low price at which it can be profitably grown in the Western States of America; but a rise in freights (which has already taken place), and an agreement between competing railway companies not to continue the carriage of grain to the sea-board at the present exceptionally low rates, may exercise considerable influence on prices.

The return to productive seasons, and a consequent increased production both in quantity and quality in this country, may, according to all past experience, be shortly expected; the cycle of wet, unfruitful seasons having already been more prolonged than any within living memory. On the other hand, the seasons in America may not always be so productive as those of the last few years. The present year, although favourable for wheat, has not been so for the dairy, owing to a late spring, followed by drought; and this circumstance has already caused a rise of about seventy-five per cent. in the price of cheese.

Under the most favourable circumstances, however, the effects of the depression in the loss of agricultural capital cannot fail to be felt for several years; and, with the view of placing British agriculture in the best possible position to cope in future with foreign competition, some changes, legislative or otherwise, will be needful.

These I would briefly sum up as comprehending such modifications in the laws relating to settlement and entail as will provide increased facilities for the sale of encumbered estates; increased simplicity in the title and transfer of land; improved security for the capital of the tenant invested in unexhausted improvements, by means of the granting of

leases to tenants of undoubted capital and skill, and the introduction of a fair and reasonable tenant right where none at present exists; the abrogation of all obsolete and unnecessary restrictions on cultivation in leases and agreements, and the substitution of covenants as liberal as are consistent with the landlord's right to have his land maintained in good condition; the adjustment of rent where necessary; such alteration in the incidence of local taxation as may relieve land of some of the burdens now unfairly borne by it, and the continued outlay of capital in buildings, drainage, and other improvements.

I may add that tenants as well as landlords have their part to play in the march of improvement. Everyone versed in the management of landed property knows that, side by side with highly cultivated farms which reflect the highest credit on their occupiers, are too often to be found farms held of the same landlord, and on precisely the same conditions, which are badly managed, either for want of capital or skill. Occupiers of this class feel most severely the effects of depression, and improved cultivation must, in their case, go hand in hand with the remedies I have referred to.

In conclusion, let both landlords and tenants combine in the endeavour to meet the exigencies of the times by mutual concession and in a fair spirit—a course far more likely to benefit both than that of arraying their forces in hostile camps in the face of foreign competitors, who will surely profit by their division.

Our part, as Land-agents, should be to endeavour, by a firm but conciliatory policy, and by the aid of matured judgment and experience, to reconcile conflicting interests, to promote improvements, and to render such advice and assistance as may tend to promote the union and the welfare of both classes.

Turning again for a moment to the affairs of the Institution, I may mention that we have interesting Papers in prospect on some of the following subjects :—

The Law of Fixtures.

The Future Prospects of British Agriculture.

The Results of the Purchases of the School Board for London.

Quantity Practice.

Sanitation and its Effects upon the Value of House Property in London.

Rights of Foreshore.

Road Making.

The Graphic Method of Illustrating Statistics.

Land Tax.

Mr. E. J. Smith (Past-President) said that he was sure he only expressed the unanimous feeling of the Meeting when he proposed a vote of thanks to The President for his most able and exhaustive Address. It was not customary on occasions of the kind to add any observations to those of The President, and he therefore confined himself to the simple duty of proposing the vote of thanks.

Mr. W. J. Beadel (Vice-President) begged to second the vote of thanks. He felt that The President had done great service in bringing the subject of agricultural depression so ably before the Institution. As had been pointed out by Mr. Smith, it was not usual at these Meetings to discuss the Opening Address ; but, looking to the importance of the subject, he trusted that there would be afforded another opportunity of considering it, and he

believed that by no body of men could it be more practically treated than by the Members of the Institution of Surveyors.

The vote of thanks, having been put to the Meeting, was carried unanimously, and acknowledged by The President.

No. 85.]

THE LAW OF FIXTURES.

By J. SMALMAN SMITH (Associate)
(*Barrister-at-Law*).

Read at the Ordinary General Meeting of the Institution of Surveyors, *November 24th*, 1879.

THE PRESIDENT IN THE CHAIR.

Whatever is affixed to the soil becomes, in contemplation of law, a part of it, and is consequently subjected to the same rights of property as the soil itself—*quicquid fixatur solo, solo cedit.*

This fundamental principle of the law of fixtures is sufficiently well established; the difficulty is to determine what is meant by it, in other words, to say with precision what constitutes annexation, sufficient for this purpose. There can be no doubt that this ancient maxim, whatever may be its present value as a guiding principle, was originally applied in all its strictness. It is, in fact, a relic of that ancient feudal principle which rendered every other description of property subservient to the interests of the owner of the realty.

In this, however, as in other branches of the law, the necessities of society, and the quickening influences of trade and commerce, have compelled the Courts gradually to relax the strictness of the old rule. Accordingly, we find that the earliest exceptions to the ancient principle were made by the judges in favour of trade, and in relation to those articles necessarily affixed to the freehold for the purposes of trade and manufacture.

As the commercial classes increased in wealth and power, personal property, or that description of articles

called "movables," became of increased value and importance, and exercised a commensurate influence upon the law, and the inadequacy of the old rule to meet the requirements of society was next acknowledged, by excepting such articles from its operation as had been annexed to the freehold for ornament or for domestic use.

Notwithstanding, however, the rapid increase in the value of personal property, and the corresponding necessity for some modification of the ancient feudal principles, it was not until the time of Queen Anne that the Courts assumed any extensive powers in restraining the dominant influence of the realty. And the law of fixtures, so far as the decisions of the judges have created it, consists at the present time, almost entirely of those exceptions and qualifications, which have, from time to time, been engrafted upon the ancient maxim which allowed the property in a movable to be changed by annexation to the soil. It is proposed in the following pages to indicate such an arrangement of this difficult subject as will, at any rate, render it more easy of comprehension.

Meaning of the Term "Fixtures."

The term fixtures has been used by the Courts as applicable both to chattels annexed to the freehold, and thus becoming *irremovable* against the will of the owner of the freehold, as also to chattels annexed to the freehold, but, nevertheless, *removable* at the will of the party annexing the same. This use of the term, in its double and general sense, is approved by Chief Baron Kelly, in his judgment in *Climie* v. *Wood* (*a*)*. The term fixtures is an ambiguous one. It has been defined to be such an annexation as can be removed from land by the party annexing it adversely to the owner, but, in its more general sense, it means any annexa-

* The letters in parentheses refer to the "authorities cited," a list of which is given on pages 63 and 64.

tion or addition which has been affixed to or planted in the soil of the land.

The term fixtures may therefore with authority be taken to include all those articles which are *actually* or *constructively* annexed to the freehold. It is proposed to retain the word in the generic sense thus indicated, and to distinguish merely temporary annexations from such articles as have become by permanent annexation a part of the freehold, by classing them respectively as "movable" and "irremovable" fixtures.

On Annexation.

Annexation to the soil, either *actual* or *constructive*, being therefore in all cases necessary to constitute a fixture, it will be important to define the degree of annexation necessary in law for this purpose, or rather to define the meaning applied to the word "annexation" by the more recent judicial authorities, in which sense it is intended to be used in these pages.

An article is considered to be *actually* annexed to the freehold when it is united thereto by means of bolts, screws, nails, &c., or when by any other and artificial means it becomes actually incorporated with the freehold.

An article is considered to be *constructively* annexed to the freehold when, although not *actually* annexed, it forms a necessary and integral portion of "or belongs to" that which is already a fixture, but is in itself separate or capable of easy separation (*b*).

It will be found, with regard to that description of annexation termed *constructive*, that it is possible for a chattel to become a fixture, not only where there is no actual affixture to the freehold, but where the chattel is separate and removed from the freehold, and where, nevertheless, for certain purposes and in a limited sense, such

chattel is to be considered annexed to the freehold; as, for example, the doors, windows, locks, keys, and rings of a house may be distinct and separate things, and yet they are considered *constructively* annexed to the freehold, and therefore a part of it. And so of any other matter that forms an integral and essential portion of or belongs to "a fixture," although it may be distinct from it.

By the grant of a mill the mill-stone will pass, albeit at the time of the grant it be actually severed from the mill (*c*). So with regard to machinery. If the *corpus* of the machinery is a fixture, all that belongs to that machinery, though more or less capable of being used in a detached state from it, follows the same principle, and remains attached to the freehold (*d*).

Everything which belongs to the machine, therefore, as a part of it, partakes of the character of the machine. Thus, in the case of a rolling machine, the duplicate rolls pass with the machine. The reason is thus stated by Lord Justice GIFFARD (*b*):—"I cannot see why, if one set of rolls passes, the duplicate set of rolls should not pass also. It comes, in fact, to this, that the machine with one set of rolls is a perfect machine, but the machine with the duplicate is a more perfect machine. I think, therefore, that each set of rolls necessarily belongs to the machine, as part of it. If it were desired to reduce the case to an absurdity, it would be by supposing a case of duplicate latch-keys to a door, and holding that one only should pass and not the other. Therefore, I am of opinion that, as the duplicate rolls, as regards the rolls of different sizes, as regards all the rolls which have been actually fitted to the machine, they belong to the machine as part of the machine: they are, in fact, essential parts of the machine. But I cannot hold that the rolls which have never been fitted to the machine and have never been used in the machine, and which require

something more to be done to them before they are fitted to the machine, belong to the machine, or that they are "essential parts of it."

There is another description of articles which are considered constructively annexed to the soil, but which are in themselves separate and distinct from it; these are charters and title-deeds relating to the realty. "A man seised in fee has divers charters, deeds, and evidences," which, as Lord Coke says, the purchaser shall have, "as incident to the lands *et ratione terræ*, for the evidences are, as it were, the *sinews* of the land. Also he shall have all deeds and evidences which are material for the maintenance of *the title of the land*" (*e*). Heirlooms also are considered constructively annexed to the land. They are thus defined:— "*Heirlooms*, chiefs or principals, are those things which have continually gone with the capital messuage by *custom*, which is the best thing of every sort, as of beds, tables, pots, pans, and such like of dead *chattels movable*" (*f*); and Lord Coke thus states the law relating to such articles:— "If a man be seised of a house, and possessed of divers heirlooms that by *custom* have gone with the house from heir to heir, and by his will deviseth away the heirlooms, this devise is void. For Littleton here saith the will taketh effect after his death, and by his death the heirlooms, by ancient custom, are vested in the heir, and the law preferreth the custom before the devise" (*g*). Coat armour hung up in a church, ancient family portraits, and ensigns of honour and state are considered things in the nature of heirlooms, and as such constructively annexed to the land (*h*).

Also deer in a park, conies in a warren, fish in a pond, doves in a dove-house (*i*), bees in a hive, swans (*j*), and game *ferœ naturæ*.

Upon an examination of the preceding definitions, it will be evident that a very slight affixture to or incorporation

with the freehold is sufficient to constitute "annexation," and thence a "fixture" in the generic sense in which the word is now used, and thereupon the question will arise whether such fixture is "movable" or "irremovable."

The Intention of Annexation.

This question will be found, more especially in the later authorities, to depend upon those circumstances attendant upon the annexation which serve to indicate the *intention* of the party annexing the chattel to the freehold. The operation of the ancient principle is, in modern law, subordinate to the consideration of the *intention* with which a man must be presumed to have annexed an article to the freehold, and the mere circumstance of *Annexation* is not in itself sufficient to determine the question whether that *intention* is or is not for permanent benefit of the freehold *perpetui usus causâ.*

There is abundant authority for the principle to which it is now sought to refer all questions concerning annexation to the soil. The great difficulty lies in defining the circumstances from which the law may presume an *intention to permanently benefit the freehold.* These being ascertained, the intention of the party annexing an article to the soil, by so doing to permanently benefit the freehold, will be a question of evidence.

If the evidence of the circumstances attendant upon annexation be strong enough to raise the legal presumption of an *intention to permanently benefit the freehold*, the "fixture" will be "irremovable" by the party annexing the same against the will of the owner of the freehold. If, on the other hand, no such intention can be presumed in law from the circumstances, the fixture will be "movable" at the will of the party annexing the same.

It is difficult to reconcile some of the earlier cases with the principles which now obtain; but this is of little importance, and it is not proposed to consider these cases at any greater length than may be found necessary for the purpose of illustrating modern law.

In *Holland* v. *Hodgson* (*k*), Mr. Justice Blackburn, in delivering the judgment of the Court, said:—

"When the article in question is no further attached to the land than by its own weight, it is generally to be considered a mere chattel (*l*). But even in such a case, if the *intention* is apparent to make the articles part of the land, they do become part of the land (*m*). Thus, blocks of stone, placed one on the top of another, without any mortar or cement, for the purpose of forming a dry stone wall, would become part of the land, though the same stones, if deposited in a builder's yard, and, for convenience sake, stacked on the top of each other in the form of a wall, would remain chattels. On the other hand, an article may be very firmly fixed to the land, and yet the circumstances may be such as to show that it never was intended to be part of the land, and then it does not become part of the land. The anchor of a large ship must be very firmly fixed in the ground in order to bear the strain of the cable, yet no one could suppose that it became part of the land, even though it should chance that the shipowner was also the owner of the fee on the spot where the anchor was dropped. An anchor similarly fixed in the soil for the purpose of bearing the strain of the chain of a suspension bridge would be part of the land."

But neither, on the other hand, must it be concluded, from the mere absence of annexation, that the article in question is a chattel, and to be so dealt with, unless the circumstances are such as to show that it was *intended* to remain so. "Perhaps the true rule is, that articles not otherwise

attached to the land than by their own weight are not to be considered as part of the land, unless the circumstances are such as to show that they were *intended* to be part of the land; the *onus* of showing that they were so intended lying on those who assert that they have ceased to be chattels; and that on the contrary, an article which is affixed to the land even slightly is to be considered as part of the land, unless the circumstances are such as to show that it was *intended* all along to continue a chattel, the *onus* lying upon those who contend that it is a chattel."

Quicquid plantatur solo, solo cedit, may, on the above authority, be taken to obtain to no greater extent in modern law than that of raising a legal presumption, which—when an article is however slightly annexed to the freehold—throws the burden of proof on the party claiming the article as a chattel, or asserting a right to render it such by a severance from the freehold.

Incidents of Annexation.

The circumstances which have been held to be material for the purpose of determining the *intention* of a party annexing an article to the freehold, by so doing permanently to benefit the freehold, will be found to be included under the following heads :—

1. *The relative positions of the parties.*
2. *The mode and extent of annexation.*
3. *The nature and character of the fixture, and the use for which it is intended.*

The incident which has been rightly held entitled to the greatest weight in determining this question of the intention of annexation, is the relation in which the parties stand to each other; and for practical purposes it will be sufficient to enumerate three classes of persons between whom questions relating to fixtures principally arise (*n*) :—

1. *Between different descriptions of representatives of the same owner of the inheritance—namely, between his heir and executor.*

2. *Between the executor of tenant for life or in tail, and the remainder-man or reversioner.*

3. *Between landlord and tenant.*

Heir and Executor.

The right of the executor to remove fixtures and to convert them into personal property against the will of the heir is of very limited extent, and it may be doubted whether in the case where the owner of land annexes articles to the soil for the purpose of more fully enjoying his property, there can be presumed any other intention than to permanently benefit the freehold. The question is one of real or personal estate; and although there are some cases in the books which would seem to give authority to the assertion of some right of severance by the personal representative of what had been termed *trade* fixtures, yet this right cannot be said to be in any degree admitted in modern law, and an *intention to benefit the freehold* will in most cases be presumed where the owner of land affixes articles to the soil. The conflicting authorities were reviewed, and the principles of modern law enunciated, in the case of *Fisher* v. *Dixon* (*o*) in the House of Lords; and it will be convenient, without further reference to preceding cases, to state the law as laid down by their lordships, the authority of which cannot be questioned. *Fisher* v. *Dixon* was an appeal to the House of Lords against a decree of the Court of Session of Scotland, arising out of the following case:—J. Dixon, deceased, was an extensive coal and iron mine owner, and was at the time of his death engaged in working mines, some of which were his freehold property, having been purchased by himself; while of the

rest he was tenant under leases for various terms. A very valuable portion of property consisted of engines, colliery utensils, rails, &c., employed in the business he carried on. After his decease, a question was raised whether these engines, machinery, &c., were to be considered heritable property and to pass with the estate to the heir, or removable property and belonging to the executors. It was decided by the Lords Ordinary that the machinery which was fixed to the soil, and could not be used without being so fixed for the purpose of the profitable use of the land, was heritable and passed with the land. This decision was affirmed by the House of Lords, and Lord COTTENHAM then said:—"The principal stress of the argument on the side of the appellant has been that this is to be protected because it is necessary for the encouragement of *trade* that this property should be considered as not belonging to the real estate."

There is no doubt, therefore, that there existed at this time (1845) some considerable authority for the theory that "trade fixtures," even when set up by the owner of the land, were personal property, and removable by the executor. The House of Lords it will be seen, in this important case, declined to give encouragement or authority to such a doctrine; and any doubts that may have previously existed in relation to the power of the personal representative in such cases to remove articles annexed to the soil for the purposes of trade or manufacture were virtually set at rest by this decision. Lord COTTENHAM there laid down the law as follows:—"The principle upon which a departure has been made from the old rule of law in favour of trade appears to me to have no application to the present case. The absolute owner of the land, for the purpose of better using the land, having erected upon, and affixed to the freehold, and used for the beneficial enjoyment of the real property, certain machinery, the

question is, is there any authority for saying that under these circumstances, the personal representative has a right to step in and to lay bare the land, and to take away all the machinery necessary for the enjoyment of the land? Let us consider for a moment, if that is the principle, to what extent it is to go. It is put by Lord Cockburn (and a very strong illustration it is), if the owner of land should dig a well, and erect machinery for the purpose of using that well, is it competent to the personal representative to come and take away that machinery, and leave the well useless? He thinks it is not. Where is the distinction between the two cases? Such machinery is capable of being taken away with very little if any damage to the land. Although, therefore, machinery is, in its nature, generally personal property, yet with regard to machinery or a manufactory erected upon the freehold for the enjoyment of the freehold, nobody can suppose that that can be the rule of law, and so with respect to other erections upon land." It would seem, however, that arguments founded upon the theory in relation to *trade fixtures* still continued to be insisted upon in several subsequent cases. For, in 1856, Vice-Chancellor Wood, in *Mather* v. *Fraser* (*p*), after distinguishing the circumstances of the case before him from a question arising between landlord and tenant, and, in reply to the arguments of counsel, thus states the legal effect of an annexation to the freehold by the owner of the fee:—

"In the exercise of their own discretion as to the disposition of the property, they fixed certain articles to the soil, and no question of encouragement to trade can arise. Here therefore, and in all other cases where the owner of the chattel is the owner of the fee, the Court can at once dismiss from its consideration the entire class of cases in which the rule has been relaxed in favour of *trade*, all such cases presuming the existence of the relation of landlord and

tenant;" and after some preliminary observations upon the facts of the case, he proceeds to express his approval of the principle laid down in *Fisher* v. *Dixon* :—

"I apprehend therefore that the case comes clearly within that of machinery affixed to land by the owner of land for the purpose of better and more beneficially using and enjoying the land of which he is the owner, and although the means of such use or enjoyment be *manufacture* or *trade*, still I am of opinion that all such of the articles as are fixed to the freehold, whether by screws, solder, or any other permanent means, or by being let into the soil, are within the authority of *Fisher* v. *Dixon*, partake of the nature of the soil, and would have descended to the heir along with and a part of the soil itself." It may then be assumed that, where the owner of the land and the owner of the fixture are one and the same person, the *intention* presumed by law to have governed the annexation to the soil will be that of permanently improving the inheritance, and no considerations relating to

(2) *The mode and extent of annexation*,

(3) *The nature and character of the fixture, and the use for which it is intended*,

will be sufficient to render an article, annexed by the owner of the fee *for the better use or enjoyment* of his property, a "movable fixture," or to give a right of severance to an executor.

It is true that the theory we have adverted to, which rendered a fixture erected for the purposes of *trade* a "movable fixture" by the executor, received considerable encouragement from Lord Hardwicke, Lord Ellenborough, and subsequent judges, whose opinions are justly entitled to respect; but it has been already shown that such a theory cannot be said to have any legal *status* since the decision of the House of Lords in *Fisher* v. *Dixon*.

At the same time it is curious to remark the persistency with which successive attempts have been made to force the reconsideration of the question upon the judges in the cases that have followed *Fisher* v. *Dixon* (*supra*). The authority, however, of that decision has been invariably upheld; and the difficulty relating to fixtures under this head, chiefly exists in those cases where the relation of the parties has been held to be analogous to that of heir and executor, as between "mortgagor and mortgagee," and between "vendor and purchaser."

To the cases bearing upon these relations I propose shortly to refer, but I desire first to direct your attention to the peculiar nature of a property in fixtures.

Nature of a Property in Fixtures.

A right of property in a "movable fixture" is of a composite character, being neither exclusively a chattel interest nor an interest in the realty, properly so called, but partaking of the character of both, and possessing incidents peculiar to itself. The term fixtures has been already defined, and may be taken to include all those articles which are either actually or constructively annexed to the freehold.

The right to sever and remove a fixture relates, therefore, to the *realty*, so long as the fixture remains annexed to the freehold; but, upon the exercise of the right of severance, the fixture at once assumes the character of a *chattel*, and becomes subject to the law of personal property. A transfer of an interest in land, for example—the mortgage of a term by a tenant for years—will pass the "movable fixtures" without their being expressly included in the mortgage. But, on the other hand, it is competent to the tenant to transfer his right of severance; and this would be a transfer of his chattel interest in the fixtures, for upon the exercise of that right the fixtures cease to be part of the

land, and become chattels. The right of property in fixtures is not, therefore, an "interest in land" within the 4th section of the Statute of Frauds (*q*), nor yet "goods, wares, and merchandise," within the terms of the 17th section of the same statute, and agreements relating to the transfer of property in fixtures, not being affected by that statute, need not necessarily be in writing.

Under certain circumstances, however, writing is indispensable, and to these I shall presently allude.

Mortgage of Fixtures.

The mortgagor of an interest in land is considered in law to indicate by the manner in which he annexes fixtures to the freehold that he regards them as permanently attached to the property *during his interest in the property*. This principle of law applies equally to all cases where an interest in land is the subject of a mortgage. The mortgagor may be owner of the fee or tenant for life or in tail or for a term of years, for in respect of the rights we are discussing it is immaterial what is the *extent* of his interest in the land. When a party, having annexed articles to the land in which also he has an interest, either limited or in fee, tranfers that interest by way of mortgage, his rights with regard to the "movable fixtures" are analogous to those existing between heir and executor, which have been already considered at length.

In some respects, however, the circumstances surrounding this class of cases are peculiar, and require special notice. It will be observed that the phrase "movable fixtures" is used in the principle just laid down, and it will be readily seen that no question of this description could arise unless the mortgagor of the interest in land had also a property in the fixtures which made them "movable fixtures," or gave a right of severance to him which he was entitled to use at

his discretion, and to assign independently of his interest in the land (*r*). In the consideration, therefore, of a question relating to fixtures arising under this head, it must first be determined whether the fixture is "movable" or "irremovable," as between the owner of the fixture and the owner of the fee, and the transfer of fixtures so determined to be "movable" by way of mortgage will be governed by the principle which allows of the slightest degree of annexation, for the purpose of presuming the intention of permanently annexing articles to the freehold—in other words, a degree of annexation similar to that which has been held, sufficient to raise such a presumption when the question arises between their heir and executor. Of course, where the owner of the fixture and the owner of the fee are identical, every fixture may be considered a "movable fixture" in the first instance. And it will be seen that in such a case, where the owner of the fee mortgages the freehold, it will be unnecessary to do more than test the character of the fixtures by reference to the law obtaining between heir and executor; for the mortgagee stands, for all practical purposes, in the position of the heir, and invested with the same rights. It is unnecessary to refer to cases earlier than *ex-parte* Cotton (*s*), 1845. The question in this case was as to the right of a mortgagee in fee to trade fixtures as against the assignees of the mortgagor, the peculiarities of the case being that, after executing a mortgage of the trade premises in fee, the trader entered into partnership, and the firm subsequently carried on business on the premises, and erected trade fixtures. It was held that the mortgagee was entitled to the fixtures, whether erected by the mortgagor or by the partnership.

The next important case in which *ex-parte* Cotton was followed, was *Walmesly* v. *Milne* (*t*). The main question in the latter case was whether the articles were affixed

permanently to the freehold. The language of the chief judge, afterwards Mr. Justice Erskine, in *ex-parte* Belcher (*u*), was there quoted by Mr. Justice Crowder." Now it always appears to me that where the owner of the inheritance affixes property to it, it becomes a "fixture" in the general sense of the term, and part of the freehold; and I confess I see no distinction for this purpose whether the deed be one of absolute conveyance, lease, or mortgage. A mortgage, therefore, made by the owner of the inheritance will, without naming them, pass all the fixtures thereon. Again, it is urged that as to those articles which were attached *after* the execution of the mortgage deed, they could not pass to the mortgagee. But there has not been cited any authority, or even dictum, for such a proposition. I confess, I know no case which goes so far as to determine or even to intimate an opinion that, where a mortgagor in possession alters the premises by addition or otherwise, the mortgagee shall not take the benefit of such alteration. I can find no distinction, therefore, substantially between those which were affixed *before* and those affixed *after* the date of the mortgage deed. In that point of view also I am of opinion that all the fixtures alike passed to the mortgagee."

I will next refer to the case of *Holland* v. *Hodgson* (*k*). It is there laid down, that, since the decision in *Climie* v. *Wood* (*v*), it must be considered as settled law that what are commonly known as trade or tenant's fixtures form part of the land, and pass by a conveyance of it, and that though, if the person who erected those fixtures was a tenant with a limited interest in the land, he has a right as against the freeholder to *sever* the *fixtures* from the land, yet, if he be a mortgagor in fee, he has no such right as against his mortgagee. In some cases, such as the anchor of a ship, or the ordinary instance given of a carpet nailed to the floor of a room, the nature of the thing sufficiently shows that it

is only fastened as a chattel temporarily, and not affixed permanently as part of the land. But ordinary trade or tenant fixtures, which are put up with the intention that they should be removed by the tenant (and so are put up for a purpose in one sense only temporary, and certainly not for the purpose of improving the reversionary interest of the landlord), have always been considered as part of the land, though severable by the tenant." Thus, a portable engine and boiler brought on to colliery premises to be used in sinking a new shaft, and for the purpose of steadying the machinery, bolted to a wooden framework, and then the frame imbedded in a layer of mortar, laid upon a brick foundation, pass to the mortgagee of the realty, and cannot be seized by the judgment creditors of the mortgagor (*w*).

It would be inconvenient to encumber this outline of the law with quotations of the numerous cases which are mainly to the same purpose as those already cited. The principles of law which have been unanimously accepted, and rarely dissented from, establish the following general propositions:—

That a mortgage of an interest in land will pass the "movable fixtures" without express mention.

That fixtures annexed after the date of the mortgage pass to the mortgagee.

That fixtures annexed to the freehold after the date of the mortgage by parties other than the mortgagor, as a partnership, but for a similar purpose, pass to the mortgagee.

Bills of Sale.

A mortgage of fixtures in order to avail against the claim of a trustee in bankruptcy, or an execution creditor, must, in certain cases, be registered as a bill of sale of personal chattels. Previous to 1878, a series of decisions had established the principle that where the mortgage deed

contains an express assignment of the fixtures, or of the right to sever or dispose of the fixtures apart from the interest in land, or purports to convey a greater interest in the fixtures than the mortgagor has in the land, or to convey the fixtures in any form as a distinct subject matter, the deed will require registration under the Bills of Sale Act, 17 & 18 Vict., c. 36, as a bill of sale of "personal chattels," otherwise it will not avail against the execution creditor or creditors in bankruptcy (*x*).

The law, as thus established, will continue to prevail, except with regard to "machinery used in, or attached to, any factory or workshop." By the Bills of Sale Act, 1878, machinery of this character, which is termed "trade machinery," and in the Act expressly defined, is constituted a distinct class of fixtures for the purposes of the Act. On and after the 1st of January, 1879, "trade machinery," however conveyed, whether expressly mentioned or otherwise in the conveyance or mortgage deed, if suffered to remain in the apparent possession of the mortgagor, is in all cases to be considered *personal chattels*, and the deed will require registration as a bill of sale of personal chattels in order to avail as against the execution creditor or trustee in bankruptcy. A mortgage of "movable fixtures" not included in this category, such as for ornament or domestic use, or for ordinary trade purposes, will still continue to be governed by the law as existing previous to the Act.

Transfer of Fixtures by way of Sale.

With regard to the transfer of fixtures by way of sale, the general rule of law is that everything which is actually or constructively annexed to the freehold at the time of the sale passes with a conveyance of the freehold, unless there is anything to indicate a contrary intention. As in the case

where the owner of a freehold house in which were various fixtures, such as stoves, grates, kitchen ranges, closets, shelves, brewing coppers, cooling coppers, mash tubs, locks, bolts, blinds, &c., sold it by auction, when no mention was made of the fixtures. The defendant became the purchaser, the house and estate was conveyed to him, and possession given, these articles still remaining in the house. The plaintiff afterwards desired that a valuation of them should be made, and that defendant should pay for them according to it; the latter contended that they belonged to him together with the freehold, and refused to pay for them, or deliver them up. It was held that they passed by a conveyance of the freehold (*y*).

Chief Justice Abbot, in his judgment in this case, remarked:—

"This was the case of a freehold house sold by auction; printed particulars were circulated, and in them no mention was made of the vendor's right to the articles in the house. The usual course is to say that the fixtures shall be taken at an appraisement or at a valuation to be made in some appointed mode; but here nothing at all was said respecting them. After the auction, a conveyance was executed, the purchase-money paid, and the defendant put into possession, all the articles which form the subject of the present action being still left in the house. The rule of law is most strict as between heir and executor. According to that rule, the articles in the first two classes mentioned by the plaintiff's counsel would be considered as part of the freehold. If they are so, why should they not pass by a conveyance of the freehold when there is nothing to indicate a contrary intention?"

Agreements for the sale of freehold premises often contain a stipulation that the *fixtures shall be taken at a valuation;* and the articles thus indicated, unless they are

scheduled, and expressly enumerated, will be such articles as would be "movable fixtures" between heir and executor. It is, however, in all cases advisable to schedule the fixtures for valuation. Such a schedule, it must be remembered, will have the effect of excluding from the valuation any fixtures not mentioned therein, upon the principle *expressio unius est exclusio alterino,* and the conveyance will pass all other articles remaining on the premises at the time of the sale, and either actually or constructively annexed to the freehold.

Questions arising between the Executor of the Tenant for Life or in Tail, and the Remainder-man or Reversioner.

The claim of the executor or personal representative of a deceased tenant for life or in tail to a right of severance and removal of articles annexed to the soil by the tenant of such a limited estate in his lifetime as against the remainder-man or reversioner now becomes the subject of examination.

With regard to the position of the parties, a tenant for life or in tail cannot, generally speaking, be supposed to be so deeply interested in the permanent benefit of the freehold as the owner of the fee. In this latter case the question arises between representatives of the same owner of the inheritance, whose interests are often identical. But in the former case, after the death of the tenant of the particular estate, the freehold may pass to a remote remainder-man or reversioner, whilst his personal property only would pass to those with whose interests he was closely identified in his lifetime.

The position of the parties which we are now discussing is one between two extremes—an "intermediate case," as Lord Hobart (*z*) calls it—where the interests of the different claimants can neither be supposed to be invariably

in accord nor yet invariably distinct. It is presumed in law that such a tenant of a particular estate would not make annexations to the freehold with the intention of advantaging a remote remainder-man or reversioner to the detriment of his own immediate representatives; and it may be doubted whether there exists any real distinction in respect of a right of severance between the "position of the parties" under this head and under that of landlord and tenant.

Lord HARDWICKE says:—"The situation of a tenant for life comes nearer to that of a common tenant" (*z*); and Lord MANSFIELD says (*z*)—alluding to a valuable and expensive erection set up by a tenant for life:—"It is but reasonable that it should be taken away." A tenant for life has the same argument for so doing as a tenant for years has." Also, in the later case of *Dudley* v. *Warde* (a^1), Lord HARDWICKE says:—"The case, being between executor of tenant for life in tail and a remainder-man, is not quite so strong as between landlord and tenant, yet *the same reason governs it.*"

And in regard to an estate in tail, he says:—"If it is so in the case of tenant for life, *quære* how it would be in the case of tenant in tail? Tenant in tail has but a particular estate, though somewhat higher than tenant for life. In the reason of the thing there is no material difference."

Lawton v. *Lawton* (*z*) was decided by Lord HARDWICKE in 1740. The material question in the case was whether a steam engine set up for the benefit of a colliery by a tenant for life should be considered as personal estate and go to his executor, or fixed to the freehold and go to the remainder-man. The fire engine (or steam engine) was erected for the purpose of working the colliery, and was enclosed in a building erected for securing the engine which was otherwise substantially

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annexed to the freehold, and could not be removed without tearing up the soil and destroying the brickwork. The demand was made by a creditor of the tenant for life, who set up the engine, to include it in the fund as personal assets chargeable with the payment of the debts of the testator. It was held that the engine was personal estate, and should go to the executor for the increase of assets in favour of creditors, and not to the remainder-man.

In *D'Eyncourt* v. *Gregory* (*m*), Lord Romilly, Master of the Rolls, held that, as between tenant for life and remainder-man, tapestry forming covering of the walls was an irremovable fixture, and also that any article forming a portion of the architectural design of a house, although merely resting by its own weight, was irremovable by the personal representatives of the tenant for life. In this case the articles in question were sculptured figures resting upon a stone base, and not otherwise attached to the soil. Lord Romilly said:—"I should consider that they could not properly be removed although fixed without cement and resting by their own weight alone. In such a case the question is not whether the thing itself is easily removable, but whether it is essentially part of the building."

The Mode and Extent of Annexation.

In order to render the fixtures "movable," and thus contribute to support the presumption that the annexation was not made for the *permanent benefit of the freehold*, it must be ascertained whether the fixture can be removed *salve integre et commode*, and without material and permanent injury to the freehold; the doctrine of *constructive annexation* must also be here considered, as to whether the article in question is accessory to any principal thing which would be rendered useless by its removal, and of the character of which the accessory must necessarily partake.

The Nature and Character of the Fixture, and the Use for which it is intended.

Furthermore in order to render the fixture "movable," it must still retain the character of a chattel, although annexed to the soil, and be capable of a separate use as a chattel. It has been also laid down by Lord Hardwicke, and affirmed by subsequent authorities, that fixtures intended for use in *trade*, or for the better enjoyment of the profits of the land, will in general be movable.

The most definitive principle that can with safety be laid down as the result of the cases already quoted may be thus stated:—

An estate for life or in tail is an estate of the same nature, but of a higher character than an estate for years; and for all practical purposes, with regard to annexations to the soil, the legal presumption as to the *intention* of a tenant for life or in tail in annexing articles to the soil will be governed by the same rules as would prevail between landlord and tenant under similar circumstances; but in a nicely balanced question where the presumption in favour of *an intention to permanently benefit the freehold* is barely strong enough to be construed in favour of annexation to the soil, the position of the parties now under consideration will turn that presumption in favour of the realty.

Of the Right to remove Fixtures as between Landlord and Tenant.

The right of severance and removal of annexations to the soil by the tenant of a particular estate has in modern law developed into a right of considerable value and importance.

It must be remembered that the situation of a tenant, and the nature and extent of his rights relating to fixtures,

may be varied by private contract, and the construction which has been placed by the Courts upon covenants of this kind will receive separate attention; but, for the present, it must be presumed that there is no such private contract affecting his rights as to fixtures, and that the demise contains no covenants that relate thereto.

The position of the tenant will now be considered apart from any such incidents, and with regard only to his rights as sanctioned and established by the general rule of law; and it may here be noted that where it has been determined that a right of severance exists under the circumstances already discussed *à fortiori*, it may be taken to exist when the relative position of the parties is that of landlord and tenant, and the cases already cited will be applicable, so far as they allow of the existence of a right of severance and removal, to the state of facts now under consideration.

The presumption of law which arises from "the position of the parties," when they stand to each other in the relation of landlord and tenant, is one in the least degree favourable to an *intention to permanently benefit the freehold*; in fact, an *intention to permanently benefit the freehold*, on the part of a tenant annexing articles to the soil, can never be presumed solely from the relation of the parties as landlord and tenant.

It will depend in a great degree upon a consideration of "the mode and degree of annexation," "the nature and character of the fixture, and the use for which it is intended," to determine whether a fixture is "movable" or "irremovable;" in other words, these two latter incidents now become the most important *indicia* of the intention.

The Mode and Extent of Annexation.

If the article is so firmly annexed to the freehold or incorporated therewith that it cannot be removed without

permanent injury to the freehold, the tenant will not be allowed to remove it. It is a proper question for a jury to determine whether the removal of a fixture would cause substantial injury to the freehold, and such a direction on the part of the judge is a good test of the mode and extent of annexation (a^2). A windmill, built of wood and resting on a brick foundation by its own weight alone was held to be a chattel and a "movable fixture" between heir and executor (a^3). A barn constructed of wood resting on staddels of stone, built into a brick foundation, may be removed by a tenant, but the foundation must remain. This latter case was decided on the ground that the barn was not fixed, and that a wooden barn so constructed was *not annexed* to the soil.

In *Buckland* v. *Butterfield,* a conservatory which had been purchased by a tenant for years and brought from a distance was by him erected on a brick foundation, 15 inches deep, upon that was bedded a sill, over which was a framework covered with slate; the framework was 8 or 9 feet high at the end, and about 2 feet in front. This conservatory was attached to the dwelling-house by eight cantilevers, let 9 inches into the wall, which cantilevers supported the rafters of the conservatory; resting on the cantilevers was a balcony with iron rails. The conservatory was constructed with sliding glasses, paved with Portland stone, and connected with the parlour chimney by a flue; two windows were opened from the dwelling-house into the conservatory, one out of the dining-room, another out of the library. The Court held that the conservatory *had become part of the freehold,* and could not be removed by the tenant or his assignees. Chief Justice Dallas appears to have decided this case on the ground that there may be a "sort of fixing or annexation which, though the building or

thing annexed may have been merely for ornament, will yet make the removal of it waste."

In *Jenkins* v. *Getling* (a^4), greenhouses built in a garden and constructed of wooden frames, fixed with mortar to a foundation of brickwork, were held to be "irremovable fixtures"; the boiler built into the floor of the greenhouse was also held to be an "irremovable fixture," but the pipes belonging to the heating apparatus and connected with the boiler by screws were held to be "movable fixtures." Vice-Chancellor Wood, in this case, after distinguishing the position of a tenant from that of an incumbent, as in *Martin* v. *Roe* (a^5), goes on to say:—"There is nothing to distinguish this case from *Buckland* v. *Butterfield*" (*supra*). The boiler appears to have been held an "irremovable fixture" mainly from a consideration of the *mode and extent of the annexation.* "It is not like a pump, easily removable." "The question as to the hot water pipes is more doubtful; although they are used as the means of circulating from the boiler, still they are connected merely by screws, and might very naturally and easily be altered from time to time, like gas fittings, and can hardly be treated as mere adjuncts to the boiler. I think, upon the whole, I must hold the pipes to be removable by the occupier." In *Grymes* v. *Boweren* (a^6), the question was whether a pump attached to a stout perpendicular plank was a movable fixture. This plank rested on the ground at one end and at the other was fastened by an iron bolt or pin to the adjacent wall, from which it was distant about four inches. The pin, which had a head at one end and a screw at the other, passed entirely through the wall. The tube of the pump passed through a brick flooring into a well beneath, which had been arched over. The Court held that the pump was a "movable fixture."

Chief Justice TINDAL, in delivering judgment, said :—"It is difficult to draw any very general and at the same time precise and accurate rule on this subject, for we must be guided, in a degree, by the circumstances of each case, the *nature* of the article, and the *mode* in which it is fixed. The pump, as it is described to have been fixed in this case, appears to me to fall within the class of "removable fixtures." Looking at the facts of this case, considering that the article in dispute was one of *domestic convenience,* that it was *slightly fixed,* was erected by the tenant, *could be removed entire,* and that the question is *between the tenant and his landlord,* I think the rule should be made absolute."

In *Hellawell* v. *Eastwood* (*a*[7]), Baron PARKE, after distinguishing the more important features in the case, in laying down a principle in general terms, says :—"Now, in considering this case, we cannot doubt that the machines never became part of the freehold. They were attached slightly, so as to be capable of removal *without the least injury* to the fabric of the building or to themselves." With regard to

The Nature and Character of the Fixture, and the Use for which it is intended.

It may be taken as the result of the authorities that a fixture, in order to be "movable," must be of a chattel nature and character before it was annexed, or, at the least, must partake of a character independent of the soil. In the relation of landlord and tenant, but in that relation alone, the rule of law was relaxed for the encouragement of trade, it being very early perceived that it would be injurious to trade if a tenant were told that he must continue to conduct his trade with property which need not be fixed in any way to the soil, or he would at once be held to have made a

present of it to his landlord. In the time of Lord Holt (b^6), such fixtures were movable by a tenant, and a series of subsequent authorities have established this general principle with respect to trade fixtures.

Lord Ellenborough, in the case of *Elwes* v. *Mawe* (n), also recognizes the authority of the decisions in which fixtures, set up for purposes *not wholly* but in part connected with trade, have been held to be "movable fixtures."

When a tenant is a nurseryman, and makes it his trade, he may remove trees (a^8). Growing box cannot be removed by a tenant during his term. Mr. Justice Parke said:—"There is no authority for saying that an ordinary tenant may take up growing trees without a special agreement for that purpose"; and Chief Justice Denman:—"A border of box is a thing intended to be permanent." Justice Parke:—"It might as well be contended that a tenant could take up hedges (a^9); for if there be a quickset hedge of white thorn, if the tenant stub it up or suffer it to be destroyed, this is destruction" (b^1). The remarks of Lord Kenyon, in *Penton* v. *Robart*, and of Chief Justice Gibbs, in *Lee* v. *Risdon* (*supra*), are important on this class of questions.

By reference to the cases already cited it will be observed that fixtures erected for *ornament and domestic use* have been in certain cases held to be "movable fixtures." The Lord Keeper, in *Beck* v. *Rebow* (b^1), decided that hangings and looking-glasses were only matters of ornament and furniture, and not to be taken as part of the house or freehold, but removable by the lessee of the house; and Mr. Justice Blackburn, in the case of *Parsons* v. *Hind* (b^2), remarked:—"Where a chattel still remains, a chattel being merely fixed for *convenience*, like the clock in court, which although firmly fixed, and although probably it could not be moved without disturbing the plaster, yet

no one could doubt that it remains a chattel, and does not become a part of the freehold." In *Avery* v. *Cheslyn* (a^2), it was held to be properly a question for the jury, whether a cornice was ornamental. In *Bishop* v. *Elliott* (b^3), following *Leach* v. *Thomas* (b^4), chimneypieces, if *ornamental* and not otherwise, set up by the tenant, are "movable fixtures;" but it has been held that statuary and vases, which, although not affixed to the freehold, and resting only on pedestals, form part of the architectural design of a house, are distinguishable from mere ornaments, and cannot be removed.

It cannot be laid down with any certainty that the Courts would limit the power of a tenant to remove fixtures to the cases already mentioned, such a limitation would be incompatible with the application of the principle which has been laid down, and which is submitted as abundantly supported by recent authority. Nevertheless, these cases are valuable as indicating the policy pursued by the judges, and may be taken as authorities with respect to the particular circumstances to which they refer. It must, however, be here remarked that fixtures erected *for the purposes of husbandry* have been expressly excluded from the class of movable fixtures: therefore agricultural tenants are not entitled to remove fixtures set up by them for this purpose; and in the leading case of *Elwes* v. *Mawe* (*supra*), Lord Ellenborough, after alluding to the earlier cases (*z*), and in *Poole's* case (1 Salk 368), while strongly insisting upon the exception having been always recognized and allowed in the case of buildings erected for the purposes of trade, remarks:—"But no adjudged case has yet gone the length of establishing that buildings subservient to the *purposes of agriculture*, as distinguished from those of trade, have been removable by executor of a tenant for life, nor by the tenant himself who built them during his term." It will

be observed that the erections in question consisted of a *substantial beast house, a carpenter's shop, a fuel house, a cart house and pump house, and fold yard.* The buildings were of brick and mortar, and tiled, and the foundations of them were about one foot and a half deep in the ground.

It is difficult to see how the distinction established by this case with regard to agricultural tenants is consistent with the principles of public policy which ostensibly formed the ground of the judicial decisions connected with *trade* and other fixtures. Further, can it be considered beyond question that any such strict line of demarcation as that attempted to be laid down by Lord Ellenborough between *trade* fixtures and *agricultural* fixtures would receive the approval of the Courts in modern times? It would in fact be difficult to distinguish in very many cases such fixtures as pertain to husbandry from those pertaining to trade, or to determine with any accuracy to which class the fixtures properly belonged.

The threshing machine, or the cider mill, or the cheese press may partake as much, if not more, of the character of a trade fixture than of a fixture erected for the purpose of husbandry, but it would be difficult if not impossible to say which capacity was predominant in the use of the fixture.

The Legislature has, to some extent, recognized the injustice inflicted upon agricultural tenants by thus excluding them from a participation in the advantages of what may be termed the emancipation of personal property from the domination of realty. This result, we have already seen, is entirely due to the policy of the judges in modifying by a series of decisions the operation of a legal doctrine which was evidently inexpedient. The policy of the Courts has been deliberately sanctioned and adopted by the Legislature in respect to agricultural tenants, in two enactments, the former

of which became law in 1851, and empowered a tenant, who, with the consent in writing of the landlord for the time being, has erected trade or agricultural fixtures, under certain conditions, to sever and remove them at the conclusion of his tenancy. The latter enactment is entitled "The Agricultural Holdings Act, 1875," and its provisions are intended to relieve agricultural tenants from the loss and injury to which they are subjected by the doctrines of the common law as expounded in the Courts. I need not do more than allude to these statutes, which seem to afford every encouragement and facility to parties so desiring it, whether by contract or otherwise, to render inoperative the important principle involved.

Lastly, with respect to

Assessment of Fixtures.

Whatever is fixed to the realty so as to be irremovable as between landlord and tenant must be taken to be part of the premises, for the purpose of ascertaining the rateable value of the property (b^5).

Time for Removal of Fixtures.

The right of a tenant to sever and remove fixtures does not for certain purposes affect the character of the fixture as a part of the soil to which it is annexed. By the exercise of the right of severance the fixture becomes a chattel, and subject to the incidents of a chattel. Nevertheless, until that right is exercised, the general rule of law still obtains, that, when a tenant annexes articles to the demised premises during the term, such annexations or "fixtures" become part of the freehold (b^6). The tenant is, moreover, liable to be divested of his right, should he not exercise it

within certain prescribed limits; in such case the property in the fixture will pass to the owner of the soil to which it is annexed. It will be necessary to refer more particularly and in detail to the consequences of a neglect on the part of a tenant to exercise a right of severance within the limits prescribed by law.

Lord Justice James, in *ex-parte* Daglish (b^7), has thus stated the law on the subject :—"In the case of a freehold, the freeholder has exactly the same interest in everything attached to the freehold as he has to the bricks and mortar themselves, which make up the walls of the freehold. But that is not the case with respect to a tenant who has a limited interest—it does not signify what that limited interest is—in the soil and the buildings, and who has besides an absolute interest, a complete and *unqualified property* (unqualified except as to this, that he must remove it before the end of that term), *in the fixtures as distinct from the interest in the land.* This interest is a thing which he can part with, a thing which his creditors can seize, and a thing which is liable to execution as against him just as much as the chairs and tables in his house."

Where a yearly tenant of a house had at his own expense hung bells, but quitted the premises without removing them, it was held that, by remaining fixed to the freehold *after the expiration* of the term, they become the property of the landlord, and that the tenant could not maintain trover for them after the landlord had severed them from the freehold (b^8).

In the absence of special contract, tenant's fixtures cannot be removed after the termination of the lease, and this rule applies whether the lease determines by *effluxion of time* or by *re-entry on forfeiture* (b^9).

The result of the authorities may be stated, (c^1) first,

that fixtures go, at the expiration of the term, to the landlord, unless the tenant has, *during the term*, exercised his right to remove them; secondly, that the tenant may remove the fixtures, notwithstanding the term has expired, if he remains *in possession of the premises* (c^2); thirdly, that his right to remove fixtures after his term has expired is subject to this further qualification—viz., that the tenant continues to hold the premises under a right still *to consider himself as tenant.*

Covenants and Agreements relating to Fixtures.

The right of a tenant to sever and remove "movable fixtures" is frequently governed by express covenants (c^3). When this is the case, the rights of the parties will of course depend upon the legal construction of such covenants.

A general covenant to repair extends not only to buildings but to fixtures, and a tenant is precluded by such a covenant from removing fixtures (b) (f). A tenant may also deprive himself of his right to remove fixtures by undertaking to repair, and *yield up* in good repair, improvements and fixtures. A tenant covenanted "to repair the demised messuage, and premises, and all erections, buildings, and *improvements* which might be erected thereon during the term, and *to yield up* the same in good repair, &c." It was held that a *verandah*, erected during the term by the tenant, fell within the terms of such a covenant (c^4), and could not be removed. A *greenhouse*, although erected with a view to removal, has been held to be an improvement within the meaning of such a covenant (c^5). A *plate glass shop front* in lieu of an old window fixed to the freehold by wedges only, has been held to be included in the word "improvements" (c^6).

But where general words follow the enumeration of

specific articles, the general words are construed as relating to the same class of articles as those specifically enumerated. Thus, in a covenant by a tenant to yield up, at the expiration of his term, the premises demised, together with all "locks, keys, bars, bolts, marble and other chimney-pieces, foot paces, slabs, *and other fixtures and articles in the nature of fixtures* put up during the term, it was held that neither tenant's fixtures nor trade fixtures were included in the covenant (c^7).

There is another important result of a general covenant to repair which must be noticed here. If a tenant on the determination of his tenancy takes any fresh interest in the premises, he should take care to reserve expressly his right to remove those fixtures which he had, under the old tenancy, a right to sever and remove, otherwise the tenant may lose his property in them altogether; and it may be generally stated that the right of a tenant to remove fixtures may be divested by *any* new agreement for the use and employment of the land in which there is no mention of the fixtures. Suppose a tenant from year to year, or without any express covenant to repair, erects structures or improvements, and subsequently takes a lease of the same premises, with a general covenant to repair, the lessee would be restrained from removing those fixtures at the determination of the tenancy so created, although he might have removed them previous to the commencement of his lease (c^8).

Where the outgoing tenant stipulates with the incoming tenant for a purchase of the fixtures at a valuation, the landlord should, in all cases, be made a party to such an agreement; otherwise, if the fixtures are allowed to remain until the incoming tenant has taken possession, the landlord may dispute the right of purchase and sale, and claim the fixtures on the ground that the outgoing tenant has divested

himself of the right to remove the fixtures by neglecting to exercise his right during the term.

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(*a*) Climie v. Wood, 3 L. R. Ex. 260.
(*b*) Ex-parte Astbury, 4 L. R., Ch. app. 636.
(*c*) Sheppard's Touchstone, 19.
(*d*) Fisher v. Dixon, 12 Cl. and Fin. 330.
(*e*) Co. Lit. 6A.
(*f*) 14 Vin. Ab. 291.
(*g*) Co. Lit. 185B.
(*h*) Com. Dig. Cemetery.
(*i*) 12 Rep. 105.
(*j*) Co. Lit. 8A, 7 Rep. 90, 91.
(*k*) Holland v. Hodgson, 26 L. T. N. S. 712; 7 L. R. C. P. 328.
(*l*) Wiltshear v. Cottrell, 1 E. and B. 687, and Cases there cited.
(*m*) D'Eyncourt v. Gregory, L. R. 2 Ex. 382. 15 W. R. 187.
(*n*) Elwes v. Mawe, 3 East. 54.
(*o*) Fisher v. Dixon, 12 Cl. and Fin. 330, House of Lords Cases, 9 Jur. 883.
(*p*) Mather v. Fraser, 2 K. and J. ch. 536. *See* also ex-parte Cotton 2; M.D. and De G. 725; Boyd v. Shorrock, 37 L. J. ch. 144; Culwick v. Swindell, 3 L. R. Eq. 249.
(*q*) 29 Car. 2, c. 3.
(*r*) Gawan v. Barclay, 4 W. R. 80.
(*s*) Ex-parte Cotton, 2 M.D. and De G. 725.
(*t*) Walmesly v. Milne, 7 C. B. N. S. 115.
(*u*) Ex-parte Belcher, 2 M. and Ayr 160.
(*v*) Climie v. Wood, 3 L. R. Ex. 257.
(*w*) Cross v. Barnes, 46 L. J. Q. B. D., 36 L. T. N. S. 693.
(*x*) Ex-parte Daglish, 8 L. R. Ch., 1,072; Hawtrey v. Butlin, 8 L. R. Q. B. 290; Ex-parte Barclay, 9 L. R. Ch. 609; Meux and Others v. Jacob, 7 L. R. H. of L. C. 481; Exp. Tweedie in re Trethowan, 5 L. R. Ch. D. 559; 46 L. J. Bank, 43 C. J. B.; Ex-parte Eslick in re Alexander, 4 L. R. Ch. Div. 503; 46 L. J. Bank, 30.
(*y*) Colgrave v. Dias Santos, 2 B. and C. 76.
(*z*) Lawton v. Lawton, 3 Atk. 13.
(a^1) Dudley v. Warde, 1 Ambler 113.
(a^2) Avery v. Cheslyn, 3 A. and E. 78.
(a^3) Rex v. Otley, 1 B. and Ad. 161.
(a^4) Buckland v. Butterfield, p. 14.; Jenkins v. Gething, 2 J. and H. 520.
(a^5) Martin v. Roe, 2 Joh. and H. 526.
(a^6) Grymes v. Boweren, 6 Bing 440.
(a^7) Hellawell v. Eastwood, 6 Ex. 312.

(a^8) Wyndham v. Way, 4 Taunt 316.
(a^9) Empson v. Soden, 4 B and Ad. 655.
(b^1) Co. Litt. 53A.
(b^2) Beck v. Rebow, 1 P. W. 94.
(b^3) Bishop v. Elliott, 11 Ex. 113. Parsons v. Hind, 14 W. R. 860.
(b^4) Leach v. Thomas, 7 C. and P. 328.
(b^5) Chidley (app.) v. Churchwardens of West Ham (resp.), 32 L. T. N. S. 488.
(b^6) Poole's Case, 1 Salk 368.
(b^7) Ex-parte Daglish, 21 W. R.; 893, 29 L. J. 168.
(b^8) Lyde v. Russell, 1 B. and Ad. 394.
(b^9) Pugh v Arton, 8 L. R. Ex. 626.
(c^1) Heap v. Barton, 12 C. B. 274.
(c^2) Penton v. Robart, 2 East. 88.
(c^3) Naylor v. Collinge, 1 Taunt 19.
(c^4) Penry v. Brown, 2 Stark N. P. C. 403.
(c^5) West v. Blakeway, 2 Man and G. 729.
(c^6) Hazlett v. Burt, 18 C. B. 893.
(c^7) Elliott v. Bishop, 11 Ex. 113.
(c^8) Thresher v. East London Water Works Company, 2 B. and C. 608.

Mr. R. C. Driver (Member) said that the Institution was under great obligations to Mr. Smalman Smith for the able Paper which he had read. Every Surveyor must be aware that the law of fixtures was most unsettled. His own experience extended over some forty years, but so uncertain was the law that he had always found, and still found it, necessary, in offering a property for sale,—whether a mansion, an ordinary house, or trade and manufacturing premises, each with its special appurtenances,—to specify exactly what the vendor intended to sell, as otherwise great difficulties might arise before the purchase was completed. On another occasion, he hoped to have the opportunity of indicating several points in which he differed in opinion from Mr Smalman Smith. It appeared to him as the Paper was being read, that there was some divergence between the custom in these matters and the law as defined by the author of the Paper. In giving decisions with

reference to fixtures, the judges were, he thought, in the habit of taking what he might call a liberal view, where it was a question between owner and heir and owner and executor. But in cases of mortgage between parties who were strangers to each other a stricter method was adopted, as in the case of a freeholder who mortgaged, say, his factory premises, when the law held, he believed, that he did not by so doing mortgage his machinery and other fixtures, and that if the mortgagee wished to acquire an interest in those fixtures, he must have them scheduled, and a bill of sale registered. There were other points in the Paper relating to conservatories, greenhouses, and so on, the law as to which might be, as Mr. SMALMAN SMITH had defined it; but the practice was somewhat different, as he might be able to show on a future occasion. He begged to move a vote of thanks to Mr. SMITH for his very able Paper.

Mr. T. HUSKINSON (Past-President) had great pleasure in seconding the vote of thanks proposed by Mr. DRIVER. The Paper which had been read dealt with matters which were most important to Surveyors, and would receive careful consideration when the Paper came on for discussion.

Mr. E. J. CASTLE (Associate) said that, in his opinion, the question of fixtures and no fixtures was not so much a matter of legal definition as one of fact, and the difficulty of applying the legal decisions seemed to him to be due to the fact that the judges were apt to decide questions of fact instead of leaving them to be decided according to the evidence of skilled witnesses. Consequently, there were most conflicting decisions on all points. For example, a case upon the rating of brewery property came

into his mind, where there was a large heavy tank put upon the top of the building, thus forming its roof. The judges held that it was nevertheless not rateable, because it rested by its own weight on the walls, as was the case with most roofs, and because a tank was a separate article known to the trade. He also believed that it had been held that an ordinary window sash was removable by a tenant as not being fixed, whilst a gas fitting that was soldered to a gas pipe had, he believed, been held not removable. If this were so, it seemed contrary to the practice or custom of dealing with a tenant's right to remove. So in the case of a clock which had been referred to by his learned friend, Mr. Smalman Smith. The one in the room was, no doubt, removable, though fixed to the wall; but no one would, in the case of the Westminster Clock Tower, say that the large clock there was not part of the freehold. So that though a clock might be a mere article of furniture in one case, in another it might be a large and important part of the building, and so pass with the premises. Therefore, it seemed to him that fixture or no fixture was a question of fact, and that mere legal definitions were productive of difficulties. Thus, were the gas lamps in the room fixtures or not? If they were fixtures, were the glasses which were attached to them by small screws also fixtures? Any reasonable man would know by custom that they were not fixtures, and no reasonable landlord would object to his tenant putting up gas fittings and taking them away. It was not a question of trade fixtures; but, it seemed to him, as he had said, a question of fact, and as such it ought to be decided according to the experience and practice of those who have to act as between landlord and tenant, and not upon legal definitions which may or may not be applicable to the case in question.

Mr. E. Ryde (Vice-President) thought that the Meeting would probably be of opinion that the discussion of the subject had better be adjourned, to enable the Members to give due consideration to the many difficult points raised in the Paper. He imagined that the Members would hardly enter upon a criticism of Mr. Smalman Smith's definitions of the law. The discussion would, he conceived, turn rather upon the practice of Surveyors, and the degree of correspondence between that practice and the law as defined in the Paper.

He understood the author to say that the question of fixtures or not fixtures, often depended on the circumstances under which the property was held—whether in the hands of a tenant or the owner—and he wondered how, under such a state of things the property would be valued for rating. However, he had consoled himself for the moment by assuming that the Paper would explain the point. Imagine, then, his disappointment when he found that the whole reference to the matter was contained in four or five lines.

He found it stated in the Paper that whatever is fixed to the realty, so as to be irremovable as between landlord and tenant, must be taken to be part of the premises for the purpose of ascertaining the rateable part of the property. But what happened in practice? He found it decided in the West Ham Case that what actually formed the roof of part of the premises was not a fixture and not to be taken as part of the rateable value.

He begged to move the adjournment of the discussion until the next Meeting.

Mr. E. P. Squarey (Member), in seconding the motion, remarked that Mr. Smalman Smith had done the Insti-

tution great service in preparing so able and luminous a digest of the Law of Fixtures. The Paper showed how numerous were the pitfalls in the path of those who were called upon to deal with this subject, and so clear a compendium of the law could not fail to be most useful to all, and especially the younger members of the profession.

The vote of thanks, and the motion for the adjournment of the discussion, were then put and carried unanimously.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, December 8th, 1879.

EDWARD RYDE, VICE-PRESIDENT, IN THE CHAIR.

The discussion on the Paper by Mr. J. Smalman Smith, on the Law of Fixtures, was resumed by

Mr. F. Vigers (Member), who, after warmly commending the Paper, observed that the author had, he assumed, taken a lawyer's view of the question of fixtures between an heir at law and an executor, or remainder-man, and between landlord and tenant, and his views would probably be confirmed by other legal Members of the Institution. But he thought, perhaps, it would be well that the views of Surveyors, who dealt practically with these questions, should also be upon record and available for reference in the pages of the "Transactions." With this object, he proposed to make a few observations, but they would be very few indeed.

As all present were aware, when questions relating to fixtures came before Courts of law, the nature of the construction (he spoke in the material sense) could not be very accurately brought before the Courts. The distinction between fixtures which formed part of the freehold, and those which were so fixed as to constitute them chattels, removable by the tenant, was often a very fine one indeed. Upon one occasion of the kind in his experience, some very nice points were raised, and it was considered by the legal representatives of the parties that it would be well that the two

Surveyors should appoint a legal umpire. The umpire so appointed was Mr. Willes, who was then in very large practice at the bar, and was afterwards raised to the bench. He (Mr. Vigers) was one of the arbitrators, and he remembered that the umpire made an appointment to view the property in dispute, one morning before breakfast. The difficulty they found was to make Mr. Willes understand why one thing which appeared to be very firmly fixed should be a tenant's fixture, and another, which appeared to be not more firmly fixed, a freeholder's fixture. He recollected the umpire standing before a register stove and saying—"Now, am I to understand from you that this is a tenant's fixture, and why?" They explained that it was so because it could be removed from its place without injury to the freehold. He then asked—"Am I to understand from you that if I apply sufficient force to this stove, I can remove it bodily out of its place?" They answered in the affirmative. Mr. Willes then asked—"What about this mantelpiece?" They explained that it was a freeholder's fixture. The rejoinder was—"Surely, if I applied sufficient force to this, it also could be removed." They observed that it could "not be removed without injury to the freehold." Mr. Willes afterwards went through a variety of items in the same way, and at last said—"Gentlemen, I have arrived at the conclusion that this is a matter which will be much better settled between Surveyors than by lawyers. I, therefore, advise you to appoint a Surveyor as your umpire." He then made his bow and departed. A Surveyor was appointed as umpire, and the question was settled without much difficulty, and, he believed, to the satisfaction of the parties.

He thought he might venture to say that a thousand cases relating to fixtures were settled between Surveyors—and satisfactorily settled—where ten were settled in the Courts of law. It was, no doubt, extremely valuable that

Surveyors should have the law properly laid down for their guidance, and Mr. Smalman Smith's Paper would be exceedingly useful in this way; but he did think that the question of fixtures (whether as between the heir at law and the executors, or between landlord and tenant,) would always be much more satisfactorily settled by two practical men, who thoroughly understood what things might be dealt with as fixtures, and removed either by the executor or by the tenant, and what things, although not, perhaps, more firmly fixed, were so incorporated with the freehold that they could not be removed without damage and waste to the freehold.

Mr. Hugh Shield (Associate) said that, if he rightly appreciated the moral of what Mr. Vigers had said, it amounted to this, that lawyers were, as a rule, best excluded from the settlement of the more important questions relating to fixtures—a doctrine to which he, as a lawyer, could hardly be expected to give a very cheerful assent. He agreed, however, with Mr. Vigers to the extent of admitting that a Surveyor's was a necessary voice in such matters. He most cheerfully bore testimony to the very great merit of the Paper under discussion. In dealing with a legal subject, the safest rule to ensure its satisfactory treatment, was to endeavour to bring it under the governance of one or a few guiding principles; and the prominent merit of Mr. Smith's Paper lay in the successful effort he had made to bring his subject under the governance of one principle, that principle being the determination of the intention with which the fixture, so called, had been annexed to the soil. All the other matters that were taken into consideration—namely, the position of the parties between whom the question arose, the mode of annexation, the character of the fixture, the use to which it was put—led

up to and aided in the solution of this, which was the ultimate enquiry. It was quite probable that a less able Paper, and one written upon less definite and logical lines, would have been more productive of discussion. If, for instance, instead of presenting a harmonious and comprehensive view of the whole, the author had only developed one or more special aspects of the subject, there would probably have been more matter for debate, but he was inclined to think that the Paper would have been less useful under these circumstances.

He was not surprised to find the practical mind of Mr. Ryde reverting at once to the field with which he was so familiar, and feeling discontented with the author's meagre treatment of so important a subject as the rating of fixtures. He would endeavour to remedy the deficiency, by saying a few words on the subject of rating in connection with fixtures.

Was the rateable subject enhanced in value by having this or that fixture on it? The case of *Laing* v. *The Overseers of Bishopwearmouth* had not, perhaps, excited so much interest amongst Surveyors in the South as in the North where it was looked upon as involving a very important and serious decision. The appellant, as many were aware, was an eminent shipbuilder in Sunderland, who had on his works a variety of machinery of all kinds—engines, shafting, and drilling machines, and a great deal of other plant. The place had to be rated by the overseers of Sunderland, and they proceeded on the principle that the presence of all this valuable machinery greatly enhanced the rateable value of the subject. The view of the appellant was obviously this, that these various machines and appliances had nothing to do with and were not part of the rateable subject. Thereupon a case was stated for the Queen's Bench, and the appellants, as often happened, found themselves stated out of Court.

The case described the machinery, all of which was put in the appendix, but it stated that the whole of it was intended to be used permanently in connection with the shipbuilding yard, and upon that showing the Court held that it went towards enhancing the rateable value of the rateable subject. A Surveyor in the North subsequently published a very able pamphlet discussing the case, and pointed out—what he (Mr. SHIELD) believed to be true—that the statement of the intended permanent user was made by inadvertence, and did not accurately represent the facts. He believed, however, that this case had not affected the principle of rating to any considerable extent. A Surveyor of experience, if called upon to rate large shipbuilding works, comprising valuable machinery, all in the occupation of the owner, in order to get at the rateable value, would say, "I must find out the rent which a tenant would give for this rateable subject, and rate upon that rent, and that only." He would assume, as usual, a hypothetical tenant; and would consider what the landlord would provide for the tenant in the way of land, buildings, and, probably, steam power. Such machines as, in LAING'S case, were held to go to the rateable subject, it would be assumed the landlord would not provide, but that the tenant would bring them in, and they would not be treated as part of the hereditament. Such a view would not have been counter to the actual facts in LAING'S case, and, as he had said, he did not think that the case had in any way altered the law of rating.

Mr. H. LOFTS (Member) said that the Paper had struck him as being a very lucid legal analysis of the question, but it might be useful to the Institution to offer some practical suggestions connected especially with house property. It seemed to him (he was speaking more particularly with reference to the subject of house property, with which he had been

acquainted for many years) that there were two descriptions of fixtures—movable and immovable. He should call the movable fixture the tenant's fixture, and the immovable the landlord's fixture. He found by experience that, as a rule, anything which could be removed without committing a dilapidation was a tenant's fixture. There were some fixtures with reference to which there was no uncertainty. What were generally considered tenant's fixtures were the stoves, bells, presses, grates, and kitchen fittings, ranges, coppers, and so on, it being a well-established rule that a kitchen is not a kitchen without a dresser, and a larder not a larder without shelves. In settling those points as between a landlord and tenant in leasehold properties, the surrendering clause in the lease, which generally stated what the landlord might claim and what the tenant might claim, was, as a rule, taken as a guide. He had observed that Mr. Smith, on page 57, had classed ornamental chimneypieces among movable fixtures. This he differed from, and by way of illustration he might mention a case where The Duke of Westminster brought an action against a tenant for removing a chimneypiece from a house in Grosvenor Square, and another, the case of a house built by Sir Dudley Marjoribanks, in Upper Brook Street, where the right to remove any chimneypiece—a fixed sum being specified to replace it—was specially reserved. He believed that chimneypieces were claimed as landlord's fixtures, as they could not, like stoves, be removed without causing a dilapidation.

A society—the Institute of House and Estate Agents—to which he belonged, which was specially connected with the interests of those dealing with house property, had recently decided that such things as blinds put up by a tenant, should be considered as tenant's fixtures; the argument being that (as is the case), where tenant's fixtures are sold at a valuation, the incomer is made to take the

blinds, and therefore that what are fixtures in one way are equally so in another way.

His firm had recently had occasion to make a valuation on the transfer of Deal Castle from Lord Clanwilliam to Lord Sidney. Lord Clanwilliam instructed them that everything except the bricks and mortar belonged to his father or the executors of his father. It was a peculiar case no doubt, and it seemed odd, seeing that it was a Government residence, that the stoves and fittings of various kinds should not go to the successor; but fortunately it was proved by an inventory, made when Lord Clanwilliam took possession more than 30 years before, that those fixtures were valued to him at that time. This case showed how important it was that inventories of the fixtures should be made and preserved.

It would be a great advantage if the Institution could establish, with reference to every species of property, some rules by means of which the question of fixtures should be, if not settled, at any rate greatly simplified.

Mr. S. W. Casserley (Associate) looked upon the law of fixtures, theoretically, as very simple. It might be considered to be embodied in the well-known maxim which had already been introduced to their notice as the text of the very able Paper read by Mr. Smith, and the cases cited were sufficient to show what view the Courts of law had taken in the application of that principle. But he felt very strongly (and some words which Mr. Vigers had uttered confirmed the view) that for every single case reported in the law books there were thousands of cases in the memories of Surveyors, and he, consequently, thought that lawyers would know more of the mode in which the maxim he had referred to should be applied, if they first heard from Surveyors what, in their knowledge and experience,

was the practice in dealing between landlord and tenant, and between mortgagee and mortgagor. Before there was sufficient material for discussion, it was necessary to have a knowledge of the practice commensurate with the knowledge of the law which Mr. SMALMAN SMITH had already supplied. Mr. SMALMAN SMITH's Paper had, it appeared to him, been prepared with great industry and care, and it formed as good a "reduced plan" of the law, so to speak, as was consistent with the modest dimensions of the pamphlet.

In common with all reduced plans it had, however, this characteristic defect, that some points were dwarfed, and some, perhaps, altogether omitted. As had been pointed out, the subject of rating in connection with fixtures had suffered from this necessary compression; but there was also another point which Mr. SMALMAN SMITH would, perhaps, forgive him for referring to. At the end of page 60, the author, after dealing with the question of the tenant's right to remove fixtures, summed up in these terms:—"In the absence of special contract, tenant's fixtures cannot be removed after the termination of the lease, and this rule applies whether the lease determines by *effluxion of time* or by *re-entry on forfeiture.*" That so far as it went, was perfectly accurate as a statement of law, but the writer might have gone a little further, and said that this would apply also, in the given circumstances, whether the fixtures were intended to be removed by the tenant or by the assignee of the tenant. Moreover, only two of the methods of determination of a lease—viz., effluxion of time and forfeiture—were mentioned. There was another which was not uncommon—viz., by surrender. Upon the surrender taking effect, the tenant was also himself precluded from taking away the fixtures; but if the tenant had already assigned those fixtures, then a different rule of law

came into operation, this rule of law being that the assignee of a tenant's fixtures may remove those fixtures, even after the tenant has surrendered his lease. This might in some cases be important, and in all cases useful, to know. The reason he would read in the words of Lord Coke :— "Having regard to the parties to the surrender the estate is absolutely drowned . . . . But having regard to strangers who are not parties or privy thereto (lest by a voluntary surrender they may receive prejudice touching any right or interest they had before the surrender), the estate surrendered hath in consideration of law a continuance."

That rule of law gave the assignee power to come in after the lease was surrendered and take away fixtures assigned to him. It had accordingly been held in the case of a mortgage of tenant's fixtures, where the tenant (the mortgagor) afterwards surrendered his term, that the mortgagee had the power of coming in afterwards and taking away the fixtures, and that, when the incoming tenant denied such right and prevented him from doing so, the assignee had a right of action against the incoming tenant for the value of those fixtures. In another and more recent case, a lessee of premises having become insolvent, the trustee in liquidation put up the fixtures for sale by auction, under conditions which required them to be "cleared" within two days. The plaintiff bought the fixtures, but, with the knowledge of the trustee, allowed them to remain on the premises pending negotiation with the landlord for a new lease. This negotiation failed, and the trustee surrendered the lease, while the fixtures still remained on the premises. Some time afterwards the plaintiff learnt that the lease had been surrendered, and within 14 days of becoming aware of that fact he applied for the fixtures. It was held that he had a right to the

fixtures, and that the right was not lost by his laches in allowing the fixtures to remain after the stipulated period. These cases illustrated the rule that an assignee of fixtures who derived his right from the tenant, had the power of recovering the fixtures, even after the term of that tenant in the premises had expired.

Mr. R. W. Mann (Member), while fully admitting the merits of the Paper from a legal and theoretical point of view, differed entirely from the author on several practical points. He had found no difficulty in settling with brother Surveyors questions arising out of annexation to the freehold. The difficulty principally arose where it was a question between landlords and tenants, or their solicitors, who, strange to say, as a body (he did not speak of individuals), were not, in his experience, specially well acquainted with the law of fixtures. On a recent occasion, a legal friend of his, when he signed a contract to buy tenant's fixtures at a valuation, was very much astonished to learn from him that he would have to pay for the stoves, kitchen range, heating apparatus, &c. He seemed to take it for granted that they were landlord's fixtures. However, he took down a book from his shelf which at once convinced him that these things were tenant's fixtures, and he very frankly admitted that he was ill informed on the subject, and seemed to imply that many of his professional brethren were in the same predicament.

In former times the tenant always put in his own fixtures, but now the reverse was often the case. He did not see any particular advantage in calling landlord's and tenant's fixtures immovable and movable fixtures. The former terms showed *a priori* to whom the fixtures belonged in the absence of evidence to the contrary, whereas, the latter terms gave no indication of the ownership. Assuming any change

in the terms to be desirable, he would suggest that they be called freehold fixtures and leasehold fixtures.

In practice, Surveyors were often called upon to decide, off hand, whether such and such a thing was a landlord's or a tenant's fixture, or, perhaps, only planned furniture; and, with custom and common sense as a guide, there was seldom any difficulty in coming to a decision. He agreed, however, with Mr. Driver, that, both in letting and selling, it was the best to have a comprehensive list of what was intended to be included in the lease or sale, there being, then, no possibility of dispute. This was generally done by a schedule at the end of leases and a clause in contracts of sale.

In the latter case, especially, it was most important that the fixtures that were to be sold and included in the purchase should be distinctly specified. Circumstances generally determined to which category a fixture belonged—such as its position and mode of fixing. About 25 years ago, when he first began practice, it was the almost universal custom for occupying tenants to rent their houses without fixtures, and to put in the fixtures themselves—such fixtures comprising grates, stoves, ranges, and often a bath with hot and cold water supply (the cold water supply to houses was always provided by the landlord), gas fittings, including pipes to the meter, bells, cranks, pulleys, blinds, &c.; but in recent years speculative builders, bidding one against the other for tenants, often put in all these things, and sometimes even planned-furniture. This, however, did not alter the character or designation of these fixtures—they were in no sense attached to the freehold, but still remained tenant's or leasehold fixtures.

People were apt to be thrown off their bearings in dealing with or discussing these matters, by the circumstance that in modern buildings the gas and water pipes, bells, and other fixtures of the kind, which were formerly exposed and

easily removed, are now built in so as to make it impossible to remove them on surrendering to the freeholder, without some after repair or redecoration, costing more, perhaps, than the value of the articles.

The gas meter, which used always to belong to the tenant, was now usually hired from the gas company, and did not belong either to the landlord or tenant. He did not find that many disputes arose from tenants claiming landlord's fixtures. He more often found landlords claiming tenant's fixtures; and he might remark here, that any tenant changing a freehold fixture for a more valuable one—for example, a chimneypiece worth £50 for one worth £1,000—might not, having once fixed it to the freehold, remove it without consent. It was therefore prudent to get the landlord's consent in writing to replace it with the original at the end of the lease.

Mr. W. G. Harrison, Q.C. (Associate), said that he was ready to agree with nearly all that had been said with reference to the excellence of Mr. Smalman Smith's Paper, from a lawyer's point of view. He preferred, however, to regard the subject from that of a Surveyor; and when he did so what a hopeless muddle appeared the "harmonious whole," which the Paper was said to present. The only way of escape from the confusion was to regard the whole question as one of fact—as it really was in ninety-nine cases out of a hundred—and not of law; and if he were called upon to give advice on a question of the kind, he would recommend that it be referred at once. It was very rash to generalize on questions of this kind, and it would be found, he thought, that nearly all the authorities cited in the pamphlet were no authorities at all, but a mere mixture of facts and theories of law in inextricable confusion. Ten chances to one what purported to be a decision on a question

of law turned out, on examination, to be in reality a decision on a question of fact which, if submitted the next day to a jury, would be decided the other way. The maxim, *quicquid fixatur solo, solo cedit,* had practically ceased to have any application. For instance, would it be contended for a moment that the clock on the wall was part of the freehold, though it was actually fixed to the freehold?

As Mr. Vigers had said, the maxim applied only to fixtures actually incorporated into the freehold, and what these were was, of course, a question of fact. The bricks of a house were incorporated with the freehold, and the freeholder in possession could do what he liked with it; and if he chose to reduce his building into its elements and make his bricks into chattels again, he could do so. So far his rights were clear. But suppose he chose to mortgage his house. Then came the question of what was conveyed to the mortgagee, and what had he a right to remove. Could he for instanee, remove bells and gas-fittings and other things that could be easily disconnected?

It was much better, as had been suggested, to make the fixtures the subject of express agreement than to rest the rights with reference to them upon legal maxims or decisions, so that it might be definitely known whether it was the bare structure or the walls with all their appliances which were intended to be conveyed. Take the case of a mill. If a mill were sold, it was sold with everything necessary for the mill; and, therefore, if it had a stone and could not be used without the stone, the stone was part of the mill, whether it were fixed or not; and if he sold or left it by will as a mill, all that belonged to it as a mill passed. So, also, with regard to machinery affixed to the freehold—though he observed that a learned and distinguished judge had held, in the case of *ex-parte Astbury*, 4 Ch. 636, that extra rollers for a rolling machine were part of the freehold,

and passed with the land;—an argument which had been made a *reductio ad absurdum* by comparing it with the possession of a second latch key, which would, on the same showing, be equally part of the freehold.

Suppose, for instance, that his son had an extra key of the house, and had a set of chambers elsewhere, and the locks happened to correspond. To which freehold did the keys belong? This showed that these matters must be dealt with as questions of fact. If the machine was attached to the freehold, everything which was part of that machine, and without which it would be useless, was part of the freehold. But it was absurd to stretch the law to such a ridiculous extent as to say that spare rollers which were bought for use in the machine, but which were sometimes here and sometimes there, were part of the freehold, and he believed that a jury would have held that the extra rollers were not a part of the freehold. In nine cases out of ten the confusion in the law, with reference to fixtures, was due to the employment of the term, *movable* fixtures—a term which was inconsistent in itself, and showed how utterly unscientific the theory of the law was with reference to matters of the kind. When a dispute arose, it was said: "Let us state a special case for the opinion of the Court." And the Court having drawn wrong inferences from an imperfect statement of the facts, people thought it was the law, and a reproach was, in consequence, cast upon the law.

It had been found, in another case, that figures forming part of the architectural design of a house were part of the freehold; but he (Mr. Harrison) would venture to say that no man in his senses would argue, as a matter of fact, that figures resting on stone bases, not otherwise attached to the freehold, were part of the architectural design of the house. It would be as rational to contend that statues of distinguished Presidents placed in the four corners of the room

would be part of the architectural design of the room. These were questions of fact, and half of the contentions, of which this was a sample, were arrant nonsense.

Mr. P. D. Tuckett (Member) begged to add his testimony to the value of Mr. Smalman Smith's Paper, as a summary of the law given in text books on this subject, which was one on which Surveyors should have the best available information.

The common proverb, "A little knowledge is a dangerous thing," might be paraphrased, for the benefit of Surveyors, into, "A little law is a dangerous thing." This being so, it was well to leave all strictly legal questions to lawyers. But unfortunately, good as this doctrine might be in the abstract, it was not always possible, especially in this class of cases, to adopt it in practice.

It was absolutely necessary that a Surveyor, who was required to go to a house or premises and value fixtures, without any special directions as to what was to be included in the valuation, should have a knowledge of the law on the subject, to enable him to discriminate between the different classes of fixtures.

Complaints had been made that the information on several points referred to in the Paper was rather meagre; but it was only fair to remember that it was impossible to write exhaustively on the subject within the limits of a single Paper, or supersede the necessity of looking into the usual text books.

He noticed that the author had endeavoured to establish a principle based on the intention of the person annexing; but he seemed, unfortunately, to have failed to show the applicability of that principle to some of his subsequent illustrations. For instance, it was difficult to imagine that the intention of an owner of mortgaged freehold premises

in subsequently adding fixtures was to give the mortgagee an interest in them; yet the law gives him an interest. One would suppose, on the contrary, that the owner intended to create a property on which he could raise more money.

He might point out that much of the difficulty in dealing with these cases arose from the fact that there were comparatively few judicial decisions on the subject, though an immense number of questions connected with fixtures were every year, not to say every month, all over the country, referred to Surveyors and Valuers, many of whom were, he feared, ignorant of the legal decisions on the subject, and settled questions of fixtures as between landlord and tenant according to their idea of custom and natural justice. The amounts involved were generally much too small to justify the expense of taking the opinions of the Courts, and, therefore, there was continually springing up a custom about fixtures between landlords and tenants more liberal to tenants than the recorded decisions found in the books. But the tendency of the modern law was to become more and more liberal, and it was necessary, therefore, to remember that when a new case comes before the Courts, there was a probability that the new decision will tend more towards the custom than the older ones. There was less certainty, therefore, what the decision would be if a case were contested.

He had recently met with a very curious instance of the custom as settled by country Valuers. The author had said that it was always desirable, when an inventory for valuation of fixtures was made between the incoming tenant and outgoing tenant, that the landlord should be a party to it, lest he should afterwards claim the fixtures; but, as a matter of fact, it was very seldom that landlords saw the inventories at all,

or were parties to them, and the results were sometimes rather singular. In some counties in England it was not uncommon when a tenant put eaves-gutters to buildings to treat them as tenant's fixtures; whether they were so or not he did not stay to enquire. He had before him the other day an instance in which, years ago, to his certain knowledge, the eaves-gutters belonged to the landlord, but a little bit of the guttering—about three yards—was deficient, and the tenant put it up himself. There had been two changes in the tenancy since this was done, and the three yards had so grown that the whole of those eaves-gutters were now tenant's fixtures, though they were the same gutters which were put up forty years ago. This went to prove that these cases were very often settled without much reference to lawyers or law.

On looking through the cases which Mr. Smith had quoted, and, so far as he was aware, the whole of the cases decided by the Courts, he was surprised that there was no recorded decision with reference to bank counters and fittings, or the fittings of counting houses. These were things of great value in London; and, seeing that it was not such a very uncommon thing for banks and commercial houses to fail, it was somewhat curious that no case arising out of the ownership of this particular class of fixture should be on record.

There was a case (marked with the letter (*y*) in the Paper) between an heir and executor, where even the window blinds went with the house, but none to show (except by analogy) that mahogany counters and glass partitions would go to a mortgagee.

At page 46, Mr. Smalman Smith referred to the Bills of Sale Act of 1878, and stated that machinery was expressly defined in it for the purposes of the Act. He trusted that this definition, which was later than any text book,

would appear in the "Transactions," as the information was likely to be valuable.*

The statement of the author, that if any fixture was not reserved it passed with the freehold on the sale of the property, was, perhaps, a little too general. He supposed Mr. SMALMAN SMITH meant to qualify the statement by limiting it to fixtures belonging to the vendor, if the property were sold with a tenant in it, and some of the fixtures belonged to the tenant. Mr. SMITH would hardly go the length of contending that, when the property was sold, the tenant was to lose his fixtures.

There was one point towards the end of the Paper which was exceedingly striking, and with reference to which

* The Act (41 and 42 Vict., cap. 31) to which the author referred is entitled, "An Act to consolidate and amend the Law for preventing Frauds upon Creditors by secret Bills of Sale of Personal Chattels." Section 5 enacts that—

From and after the commencement of this Act trade machinery shall, for the purposes of this Act, be deemed to be personal chattels, and any mode of disposition of trade machinery by the owner thereof, which would be a bill of sale as to any other personal chattels, shall be deemed to be a bill of sale within the meaning of this Act:

For the purposes of this Act.

"Trade machinery means the machinery used in or attached to any factory or workshop;

1st.—Exclusive of the fixed motive powers, such as the water-wheels and steam engines, and the steam boilers, donkey engines, and other fixed appurtenances of the said motive powers; and,

2nd.—Exclusive of the fixed power machinery, such as the shafts, wheels, drums and their fixed appurtenances, which transmit the action of the motive powers to the other machinery, fixed and loose; and,

3rd.—Exclusive of the pipes for steam, gas, and water in the factory or workshop.

The machinery or effects excluded by this section from the definition of trade machinery shall not be deemed to be personal chattels within the meaning of this Act.

"Factory or workshop" means any premises on which any manual labour is exercised by way of trade, or for purposes of gain, in or incidental to the following purposes or any of them; that is to say—

(*a*) In or incidental to the making any article or part of an article; or,

(*b*) In or incidental to the altering, repairing, ornamenting, finishing, of any article; or,

(*c*) In or incidental to the adapting for sale any article.

he would venture to ask Mr. Smith whether he had not gone a little beyond the authorities. At page 61, it was stated that "a general covenant to repair extends not only to buildings but to fixtures, and a tenant is precluded by such a covenant from removing fixtures," and on page 62, "Suppose a tenant from year to year, or without any express covenant to repair, erects structures or improvements, and subsequently takes a lease of the same premises, with a general covenant to repair, the lessee would be restrained from removing those fixtures at the determination of the tenancy so created, although he might have removed them previous to the commencement of his lease." If that were really a statement of the law, it was law which it would be impossible to enforce without some very violent and disagreeable scenes. It would go the length of preventing the lessee of a house, under a covenant to repair, from removing any window blinds added by him, and that could not be intended.

He was speaking from memory, but he was under the impression that one or two of the cases on which the statement was based referred to buildings, and not to fixtures. In one of the cases a tenant of a lime kiln and certain premises took a lease. The lime kiln was regarded as a trade fixture, and was removable by the tenant until he took the lease; but the lease contained a covenant to repair all buildings, and the lime kiln being a building, the Court held that he must give it up in good repair. Perhaps Mr. Smith would kindly throw some light on the point.

Mr. W. Eve (Member) said that he, like Mr. Tuckett, had searched for some cases relating to counting-house fixtures, and, like him, had failed to find any. There would not, he thought, be much difficulty with regard to counters and similar fittings; but, since the Paper was read, a case

had come into his hands where an iron staircase had been erected for the convenience of the occupier of the ground and first floors in order to save going up the general staircase, which was still the access to the upper floors, and which was used by other persons as well. It seemed to him to be essential in this case, as the staircase was erected simply for the convenience of the trade being carried on there, that it should be of a movable character, and regarded as a tenant's fixture.

He agreed with what had been said as to the desirability of having inventories of fixtures, but in some instances this was impracticable. In the case to which he had referred, A granted a lease to B, and B erected certain fixtures on those premises. B subsequently sold his lease to C, including all fixtures, which belonged to him. C continued in the occupation of those premises for some ten years, and then, on reselling them to B, he resold the lease as he had purchased it, short of the term for which he had enjoyed it; but B was then to pay for all fixtures, fittings, &c., whereas, in the original sale by B to C, all those items were included. He had looked into Mr. Smith's Paper very carefully to learn under what head he was to deal with this condition of things, but he had not been enlightened on the subject by it. The Paper tended to show Surveyors more than ever how desirable it was to try and settle these questions without recourse to courts of law.

With regard to Mr. Shield's observations, he assured him that the Surveyors in the south had taken great interest in the case he referred to, of *Laing* v. *The Overseers of Bishopwearmouth*, and he was very glad to be in possession of his views on the matter, according to which the case was not settled quite so easily as he had hoped it was. He held in his hands the report of the *Law Times*, and he would venture to read a portion of the judgment of The Lord

Justice. He might premise that it was stated in the case that all these machines were necessary for the ship building, but it appeared to him (Mr. Eve), by what he was going to read, that The Lord Justice went further, not confining himself to the case as settled on that point, but reconsidering the point itself. The words of the judgment, as reported in the *Law Times*, were:—"Applying the rule established by these decisions to the present case, it appears to us, after having carefully considered the character of the machinery in question, that the whole of it, though some of it may be capable of being removed without injury to itself or to the freehold, is essentially necessary to the shipbuilding business, to which the appellant's premises are devoted, and must be taken to be intended to remain permanently attached to them so long as these premises are applied to their present purpose."

The words to which he (Mr. Eve) wished to call attention were, "After having carefully considered the character," &c., &c., &c. He thought, therefore, his Lordship had gone into the merits of the case. On the last occasion one of the speakers referred to the *Chidley* case, intimating, as he understood him, that there was some confusion or some inconsistency between the decision in this case and the *Bishopwearmouth* case. He would, therefore, call attention to the difference between them, not as to facts, but as to the question put before the judges.

Mr. Justice Blackburn said:—"I am not prepared to say that the various articles described in the present case may not be taken into account as enhancing the value of the premises; but that question was not asked, and we are only to say whether the things are rateable." This was the great distinction between the cases. The Court was not asked to decide whether the value of the property was enhanced in

consequence of the things being there, but the simple question whether those things, as such, were rateable.

In *Laing's* case the question was this: "The question for the opinion of the Court is whether the machinery and plant, hereinbefore mentioned and described, or any and what parts thereof, are to be taken into consideration as in any way enhancing the rateable value of the hereditaments included in the aforesaid assessment."

In the *Chidley* case, the question for the Court was this:—"If the Court should be of opinion that the whole of such machinery was liable to be rated," then both the rates appealed against were to be confirmed by the Court of Quarter Sessions.

The Chairman enquired wherein the difference consisted.

Mr. Eve said in one case it was "liable to be rated," and in the other case it was whether they were to be taken into consideration as enhancing the value of the hereditaments. Mr. Justice Blackburn in effect said:—"That case is not before us; we have not that to decide, and therefore will not decide it; but with regard to the other point, the fixtures themselves are not rateable." He ventured to say that if those cases had been drawn in the same way they would probably have been decided in the same way.

Before he sat down he would like to read some words from a judgment of Mr. Justice Buller which he found in the reports. It was a rating case, and referred to a carding machine. The learned judge said:—"I have always been of opinion that it would have been better to give a direct opinion than to state a particular case, in order to see what formed the exception to the Act, without getting an opinion on the general construction of it." He thought in

the present day it would be very useful if, like Mr. Justice Buller, the judges went a little out of their way and gave an opinion on the construction of many of the important Acts.

Mr. E. J. Smith (Past-President) said he only intervened at that late period of the evening in order to refer to a single point which had been spoken to by Mr. Eve. He thought Mr. Eve was perfectly justified in the interpretation he gave of The Lord Chief Justice's view in the case which was referred to by Mr. Shield; but the case had been carefully investigated by a Member of the Institution (Mr. J. Potts, of Sunderland), and he thought that if he (Mr. Eve) referred to that investigation he would see that the case was open to an exactly contrary interpretation.

Mr. D. Watney (Member) remarked, with reference to a passage on page 56 of the Paper, that a tenant of a nursery ground or garden may, at the expiration of his tenancy, remove such trees as are saleable by him in his trade as a nurseryman, but not such trees as are only cultivated by him with a view to the fruit they yield and are used by him as a market gardener (*Wardell* v. *Usher*). Trees, plants, and shrubs in a nursery ground, planted and growing as nursery stock, did not pass with the freehold, but if planted by a lessee they could not be distrained for rent, as the word "product" in section 8 of the Act 11 George 2nd, cap. 19, applies only to such products of the land as are subject to the process of becoming ripe, and of being cut, gathered, made, and laid up when ripe (*Clark* v. *Gaskarth*).

Mr. A. C. Meysey-Thompson (Associate) said that on reading this Paper, the statement that "whatever is fixed

to the realty, so as to be irremovable, as between landlord and tenant, must be taken to be part of the premises," seemed to him rather a questionable statement of the law on the subject, and he had looked to see what authority was given for this statement. He found the authority given was the case of *Chidley* v. *The Churchwardens of West Ham;* but in *Laing's* case which had been referred to by his friend, Mr. Shield, it would be found that *Chidley's* case was cited, in company with another case (*Reg.* v. *Halstead*), upon this very point. The Court, however, in deciding *Laing's* case, practically refused to follow *Chidley's* case, and adopted instead the rule laid down many years ago in *The Queen* v. *Guest,* where it was held that:—"In a rate upon buildings to which machinery is attached, the real property ought to be assessed according to its value as combined with the machinery, without regard to whether the machinery was real or personal property, so as to be liable to distress or seizure under a *fi. fa.*, or whether it would descend to the heir or executor, or would belong at the expiration of a lease to the landlord or the tenant."

This decision had been taken as a guiding rule in a number of previous cases before *Laing's* case, which was only decided last year, and it had occurred to him that it might be useful to go through all the intermediate decisions, and show how the doctrine laid down in *The Queen* v. *Guest* had been almost universally adhered to; but he found that this must necessarily occupy more time than he felt it right to occupy on what was really only a subordinate branch of the Law of Fixtures.

The Chairman inquired whether Mr. Meysey-Thompson had the case of *Laing* before him, and, if so, if he would read the words used by the Court with reference to the rule adopted by them.

Mr. Meysey-Thompson said that the Court having gone through the case of *The Queen* v. *Guest* and other cases, used these words: "Applying the rule established by these decisions to the present case," &c., &c.

The Chairman pointed out that these words evidently did not contemplate an alteration of the law.

Mr. Meysey-Thompson agreed that it followed the law as laid down in *The Queen* v. *Guest*, and disregarded the case of *Chidley* v. *The Churchwardens of West Ham*, which could therefore hardly be considered as a reliable authority.

Mr. J. Smalman Smith, in replying to the discussion, said that it seemed to him that too much importance had been attached by some Members and Associates of the Institution in their remarks to the argument that the question whether articles annexed to the freehold were or were not fixtures, was one of fact rather than of theory or law. He admitted that many questions (and important questions) of fact were involved in determining these matters; but of what use was it determining isolated facts unless one had a theory to apply to those facts, and unless the result could be stated and made use of? His object and endeavour in writing the Paper was to reduce this intricate and confused subject to something like a consistent theory and principle, which could be readily carried in the mind and applied to the facts as they arose; and he believed that this was the first time that any attempt had been made to formulate a theory as to fixtures. He had been encouraged in the attempt by a very careful perusal of the judgments of one learned judge, who, he thought, had done more to determine and formulate that principle

than any other judge on the bench within recent years. He alluded to Lord Justice Blackburn.

The principle to which he referred, in considering this question of fixtures, was shortly this—was it the intention of the party in annexing the article to the soil—the freehold—to permanently benefit the freehold? This was the test of the question of whether a fixture was "removable" or "irremovable," and he preferred to retain those phrases. It was, of course, impossible to be certain of the intention with which an article may have been affixed to a freehold; but the law had laid down certain incidents from which an intention might be presumed, and the incident which had been held in law to be of first importance in determining that intention had been this—the position in which the parties stood to each other; the next was the mode and extent of annexation; and the next the nature and character of the fixture, and the use for which it was intended.

He entirely agreed with Mr. Harrison's remarks, with reference to the maxim which stood at the head of his Paper, and the object of his Paper had been to show that it had no practical application. It was nothing more, in fact, than a relic of the ancient feudal custom, and had now ceased to be a principle affecting, to any appreciable extent, the decisions of the judges. It was true, no doubt, that the word *plantatur* had been substituted for the word *fixatur*, but the two words were synonymous in many of the old books, and were not distinguished, so far as the construction of the maxim was concerned.

He quite agreed that it would be most advisable in all cases that fixtures should be made the subject of express agreement; for however carefully the law might be defined, supposing any law as such to exist, it was utterly impossible to avoid disputes; and he had endeavoured to indicate, it

might be roughly, the lines on which such agreements should proceed.

As Mr. HARRISON had alluded to what he (Mr. SMITH) had classed under the head of "constructive annexation," and had taken some exception to the ruling of a learned judge (Lord GIFFARD), for whose decisions he himself had great respect, he would read the actual words of the judgment referred to. The learned judge said (alluding to the case of a machine, of which certain rolls were necessary parts), "If one set of rolls pass, the duplicate set of rolls should not pass also." In that case there were other rolls claimed as belonging to the machine, though they had not been fitted to the machine. Lord GIFFARD held that the rolls which *had* been fitted and used in the machine passed with the machine as part of it, but that the rolls which were *not* fitted to the machine did not pass with it.

The case put by Mr. HARRISON, of a couple of latch keys to two different doors, was not analogous to this case; and it would be absurd to suppose that duplicate latch keys to two distinct doors, although the locks might be identical, would necessarily pass with one or the other. Such a case would not fall within the definition of constructive annexation, for it was essential, in order that an article should be considered constructively annexed to the freehold, that it should form a necessary and integral portion of or belong to that which was already a fixture, although in itself separate or capable of easy separation.

The case of *D'Eyncourt* v. *Gregory* had been referred to by Mr. HARRISON. This was a case in which it was decided that figures resting by their own weight on a stone base, not otherwise attached to the building by mortar or cement, and forming part of the architectural design of the house, passed with the freehold as fixtures.

Now, the point in this case was not that the fixtures

rested by their own weight, or were merely attached by mortar to their pedestals, but that the figures formed part of the architectural design of the house. Such being the case, it would be clearly unreasonable to remove them, and perhaps spoil the façade of the house.

The lateness of the hour would not permit him to answer in detail the observations of Mr. Tuckett, but he could assure him that he was quite within the authorities in his statements with respect to "Covenants and Agreements relating to Fixtures," and that, as a general rule, the right of a tenant to remove fixtures may be divested by *any new agreement* for the use and enjoyment of the land in which there is no mention of the fixtures. As to the effect of a general covenant to repair upon the right of a tenant to remove fixtures, he would refer Mr. Tuckett to *Thresher* v. *East London Waterworks Company* (2 B. and C. 608) and *Penry* v. *Brown* (2 Stark, 403) already cited.

In conclusion, he ventured to express a hope that the Paper which he had submitted, and the discussion which had ensued upon it, would have the effect of attracting some attention to the question, and that the Institution would, if they saw their way to carrying out any such difficult task, endeavour to formulate some comprehensive schedule of fixtures, which would, at any rate in the majority of instances, prevent the frequently recurring disputes with reference to these matters.

The Chairman, in closing the discussion, observed that Mr. Smalman Smith's Paper formed, so to speak, a complete index of the Law of Fixtures, and accompanied and illustrated, as it would be, by the discussion, it would have a value which no ordinary text book on the subject could have, inasmuch as it would represent the mixed opinion of Lawyers and Surveyors on this delicate and complex

subject. The question, it seemed to him, might be conveniently regarded under three heads:—First, what was a fixture? Secondly, in whom was the ownership of the fixture? And, thirdly, what part did the fixture play as a portion of a rateable hereditament? As regarded the first of these heads, very little had been said in the course of the discussion to show what was a fixture, or, rather, what was not a fixture. Many trade premises, for instance, comprised articles which were not fixed at all, and it was a question whether or no they were, technically, fixtures. The millstone referred to by Mr. HARRISON was a case in point, though no one would contend that the millstone was fixed to the freehold; and it would be easy to cite other examples.

Next, as to the ownership of the fixture. It had been suggested by Mr. LOFTS that irremovable fixtures should be called landlord's, and movable, tenant's fixtures; but surely both landlord and tenant might be possessed of the same classes of fixture—*movable* and *irremovable*. It seemed to him that Mr. MANN pushed his argument too far when, in speaking of speculative builders, he described the extra fixtures which they often put in to attract tenants as, nevertheless, tenant's fixtures.

The best plan to settle the question of property in fixtures in the case of a lease or contract of sale, was, as had been suggested, to set forth in the lease or contract what it really was that was being leased or sold, and whether the fixtures, and if so, what fixtures, were comprised in the transaction. Cases, however, did arise where no such precautions had been taken; and, under the circumstances, it seemed to be the general opinion that the best plan was to leave any question in dispute to be settled by the joint efforts of Lawyers and Surveyors.

Lastly, as regarded the third heading—What part does the

fixture play as a portion of the rateable hereditament? The case of *Laing* v.. *The Overseers of Bishopwearmouth*, referred to by Mr. SHIELD, was very much misunderstood in the South of England when the decision was first given. A report got about that a traction engine had been declared to be part of the premises and rateable, and it was thought that the decision had altogether upset what was regarded as the settled law on the subject. He had never, personally, shared this opinion; for, taking into consideration the other parts of the judgment, he was persuaded that the judge never intended by that decision to include anything which did not enhance the value of the rateable hereditament—the land to which it was affixed. The case of *Chidley* he would not refer to further than to say that it was at variance with previous decisions; for it had been held that anything which formed the roof of a building must be taken as part of the building, though resting on it by its own weight. Had he, as he intended, re-opened the discussion, he would have referred to these three points at greater length. As it was, he would content himself with having thus briefly indicated the considerations which he thought should be kept in view in dealing with questions of the kind.

The Meeting then adjourned.

o accompany Mr E. F. Robinson's Paper

SKETCH MAP

OF

LONDON,

SHEWING THE SCHOOL BOARD DISTRICTS

& BOARD SCHOOLS ERECTED UP TO THE END OF

1879.

Boundaries of School Board Districts shown thus ——·——·——·——

Board Schools thus ....

DEPTFORD

GREENWICH

CHARLTON

WOOLWICH

PLUMSTEAD

KENT ROAD

NEW CROSS

NEW CROSS ROAD

GREENWICH PARK

QUEENS ROAD

HATCHAM

BLACKHEATH HILL

THE DOVER ROAD

SHOOTERS HILL

BLACKHEATH

LEWISHAM ROAD

NUNHEAD

LEWISHAM

LEE

CROWN WOODS

BROCKLEY

ELTHAM ROAD

ELTHAM

HIGH STREET

RUSHEY GREEN

FOREST HILL

SYDENHAM HILL ROAD

SYDENHAM

SOUTHEND

LOWER SYDENHAM

PENGE

NERLEY

Scale, 2 Inches 1 Mile.

0 ½ 1 1½ 2 Miles

NORTH END

BARNES

BARNES COMMON

FULHAM

KINGS ROAD

BATTERSEA PARK

BATTERSEA

BATTERSEA ROAD

STH LAMBETH

CLAPHAM ROAD

CAMBERWELL NEW ROAD

ALBANY ROAD

PECKHAM ROAD

HIGH STREET

CAMBERWELL

PECKH

NTH BRIXTON

PUTNEY

LAVENDER HILL

CLAPHAM

BRIXTON ROAD

COLD HARBOUR

RYE LANE

PECKHAM RYE

WANDSWORTH

CLAPHAM COMMON

ACRE LANE

EAST BRIXTON

WEST BRIXTON

EAST DULWICH

FOREST

WANDSWORTH COMMON

BRIXTON

ROEHAMPTON

L A M B E T H

DULWICH

BALHAM HILL

BRIXTON HILL

DULWICH COMMON

WIMBLEDON

PARK

UPPER STREATHAM

UPPER TOOTING

WIMBLEDON COMMON

STREATHAM

LOWER NORWOOD

TOOTING

WIMBLEDON

THE PARK

LOWER STREATHAM

UPPER NORWOOD

C.F Kell, Lith 8 Castle St Holborn, London E.C.

RESERVOIR

HIGHGATE

STAMFORD HILL

HAMPSTEAD

HAMPSTEAD HEATH

UPPER HOLLOWAY

STOKE NEWINGTON

UPPE

KENTISH TOWN

HIGHBURY

KINGSLAND

WILLESDEN

FINCHLEY ROAD

HAVERSTOCK HILL

CAMDEN ROAD

CALEDONIAN ROAD

UPPER ESSEX STREET

KILBURN

EDGWARE ROAD

AVENUE ROAD

KENSAL GREEN

REGENTS PARK

HAMPSTEAD ROAD

EUSTON ROAD

PENTONVILLE Rº

CITY ROAD

HOXTON

HACKNEY

CORNWELL ROAD

MARYLEBONE Rº

TOTTENHAM COURT Rº

HOLBORN

BLACKFRIARS ROAD

WATERLOO ROAD

LADBROOK GROVE

UXBRIDGE ROAD

OXFORD STREET

HYDE PARK

PARK LANE

PICCADILLY

ST JAMES PARK

STRAND

CITY

LONDON DOCK

SHEPHERDS BUSH

KENSINGTON ROAD

SOUTH KENSINGTON

HAMMERSMITH

HAMMERSMITH ROAD

BROMPTON

MARYLEBONE

WESTMINSTER

CHELSEA

SOUTH

No. 86.]

THE WORK OF THE SCHOOL BOARD FOR LONDON IN RELATION TO SITES AND BUILDINGS.

By E. R. ROBSON (Member).

Read at the Ordinary General Meeting of the Institution of Surveyors, *January 5th*, 1880.

EDWARD RYDE, VICE-PRESIDENT, IN THE CHAIR.

The work of the School Board for London can excite professional interest among Members of the Institution of Surveyors, chiefly in so far as it relates to the acquisition of sites. Other matters may be cognate, yet possibly beside the question. They may be of the most burning general interest, yet devoid of features suited for discussion in a professional assembly. They may cover certain professional ground, and yet be beyond the scope of subjects belonging peculiarly to the Surveyor.

Thus, the planning and designing of the buildings themselves, involving many questions, scientific or artistic, may be important and interesting to the architect. The "cost per head" of those buildings may be the result of a curious form of calculation dear to the doctrinaire. The amount of educational destitution may, in turn, appear in the eyes of a philanthropist to be the only point worthy of serious notice. These, and a thousand other questions, may be let alone, except in so far as they are inseparably interwoven with the present subject, illustrate the difficulties to be met and surmounted by the professional Surveyor, throw some new light on the economical aspect of a great

work, or, above all, contribute to a knowledge of the value of real estate in London, and to the professional practice connected therewith.

It may be that, beyond the actual buying of the land for sites and the buildings (if any) thereon, including (as that would) the freeholds, leaseholds, tenancies, trade and any other interests, some may wish to glance at the subject as a whole. This may incidentally open up such subjects as the cost of the buildings, the pressure on the taxpayer, the charges on capital as compared with those defrayed out of income. And, in this way and to some extent, the cost of annual maintenance and of the teaching staff may come into distant view. Our main object must, however, remain the same—viz., not so much to open up questions instructive to the educationist, or irritating to the ratepayer, or both, as to dwell on those likely to prove interesting to the present assembly.

The usual scope of a professional Paper is, or should be, to carry the existing knowledge of some branch of science or art a few steps further. In the present instance I cannot pretend to do this. The School Board problem is yet a new one in England, and comparisons with similar problems in other countries fail of practical application from the very different set of conditions under which they arise, and would serve no useful purpose if set forth. I propose, therefore, to lay before you merely a short outline of that professional labour which must precede the educational work proper of the London Board, together with such records and tabulations as may hereafter prove useful for reference.

The purchase of so many pieces of property of different kinds, and in so many different parts of this huge metropolis, by the same public body may, of itself, form a subject of sufficient interest and importance to need no apology for its introduction here. I am the more persuaded that such

may prove to be the case, from the fact that so many eminent Surveyors, Members of this Institution, have borne their share in the work, either as negociators, witnesses advisers, opponents, arbitrators, or umpires, and that these gentlemen can contribute much valuable information by taking part in the discussion which usually follows the reading of a Paper. That discussion may also enable other gentlemen, who have not chanced to be engaged in work connected with the School Board, to point out peculiarities of practice under the Lands Clauses Act, &c., which may have fallen under their own observation.

The Board owes its origin and existence to a general Act of Parliament (33 and 34 Vict.), applicable to England and Wales, known as the Elementary Education Act of 1870, in which its formation is peremptorily ordered, and any christening rendered unnecessary by its name being precisely fixed. Clause 37 commands that an election of members of this new corporation shall take place as soon as may be after the passing of the Act, and enacts that it shall be called the "School Board for London." Further provision is made, under the same clause, for the election of a new Board every three years. The whole of the members are thus triennially subject to the opinion of the constituencies at one and the same time. It is, therefore, within the limits of possibility that at some election no one of the old members may be returned, and a Board elected of which every member would be new to the work. It should be added that the machinery of election includes the use of the cumulative vote, and that candidates may be of either sex.

The district within which the Board has jurisdiction is, by an Order of the Education Department of the Privy Council (contemplated by the Act), co-extensive with that of the Metropolitan Board of Works. It includes Holloway and Hackney on the north, Hammersmith, Starch Green,

and the whole districts of Fulham, Wandsworth, and Tooting, on the west, reaches down to the Crystal Palace on the south, and, embracing Eltham and Plumstead, finds its eastern boundary on the northern side of the Thames at the River Lea. This district may be approximately described as having an extreme length from east to west of fourteen miles, and from north to south of ten miles. It will be given in greater detail later on.

The Education Act of 1870 incorporates the Lands Clauses Consolidation Act of 1845, and thus the purchase of property for school sites takes place under precisely the same conditions as in any other case where land is scheduled by a public body under the latter Act.

But the preliminary procedure—that is to say, the method of setting to work in order to obtain compulsory Parliamentary powers—is somewhat different, inasmuch as the Bill is promoted, not through the usual preliminary investigation of a Committee of either House, but under the authority of the Education Department of the Privy Council, and, in fact, as part of a Government Bill. The plans of the various properties scheduled, as well as the book of reference, are made to conform to Standing Orders, but, when ready, are deposited with the Education Department. The notices to owners and occupiers (section 20) must be published during three consecutive weeks in the months of October and November, or either of them. The objections (if any) to the proposed compulsory taking of property are heard by the Education Department, who for this purpose take the place of a Parliamentary Committee, receive complaints, obtain answers from the School Board, and give decisions after having obtained reports from their own inspectors. They can, also, if they think fit, hold a formal inquiry. Objection can, of course, be taken by any member of either House at any of the proper stages during the pas-

sage of the Bill, but, failing any successful exercise of this privilege, the Bill becomes law in due course.

I may here point out that this process, although much less costly, is sometimes quite as troublesome as the more familiar one before a Committee, and that, after all, either House may order an investigation before a Committee. One instance of this has already occurred—viz., that by the House of Lords, in the Session of 1872, when the whole policy of the Board was called in question, and was successfully vindicated.

The actual powers seen to be possessed by the School Board may be really great; but they are not granted without the most searching investigation on the part of the Government. The Board cannot buy any site or property out of its capital account (*i.e.*, out of money borrowed on the security of the rates, the repayment of the capital and interest on which is spread over fifty years, or a shorter term) without having first proved to the satisfaction of the Education Department the existence of an absolute deficiency of school accommodation in the neighbourhood, and, in consequence, a necessity for a school house. On being so satisfied, authority is given to build for a given number of "school places." Plans of each of the proposed sites are deposited, and the Department, through their inspectors, closely scrutinize the position and surroundings of each, whether its compulsory taking be opposed or not, the main objects being to see that the vested interests of existing public elementary schools are not wantonly trespassed upon and that public money is not wasted.

The Department, further, regulate the amount of land to be taken, never permitting a less quantity to form a site than a quarter of an acre, without very strong reasons as to cost, &c., being shown. They also exercise, at a later stage, a vigorous control over the plans for buildings.

The preliminary stages being all successfully passed, and the Bill having received the Royal assent, the various interests are acquired in the manner laid down by the Lands Clauses Act. The processes under this Act are so familiar to Members of the Institution that it is not necessary to enter upon them so far as they have formed part of the usual routine. One or two special instances may, perhaps, be recorded, but, as a whole, the peculiarities of practice, arising under the Act, have not been numerous in the work of the School Board.

With the acquisition of compulsory powers the real work of buying the sites and building the schools is begun, the most urgent cases being, of course, attended to first. Yet many sites have already been purchased without compulsory powers, for it is the invariable experience of all public corporations and railway companies that property so acquired is acquired on more favourable terms. It has been the practice of the Board (in common with many public bodies) to remember the frequent difficulty of making a freehold title after property has been agreed for and all details settled, and to invoke the potent aid of the Act to this end by embracing as much as possible in the schedule, and thereby overcoming the disabilities of vendors.

Proceeding now to give some definite idea of the work performed by the School Board for London, it is necessary, first, to show the source and nature of the funds with which the Board are supplied. Table A* accordingly gives the superficial area and rateable value of each of the ten divisions into which, for School Board purposes, London has been divided. Everyone knows that the Board defrays its cost out of the rates, and that the annual produce of a London rate increases; but few would have expected to find the important fact which is set out in this Table—viz., that the entire rateable value of the Metropolis, which in 1869 had stood at

* The Table will be found after page 128.

£16,257,643, had risen in 1874—five years later—to £20,903,377. It may also be mentioned, as another form of illustrating the increase in rateable value, that the penny in the pound, which in 1869 represented, in round figures, £80,000, now, in 1879, produces, in round figures, £100,000. The school rates are collected for the Board by the Vestries and District Boards of Works.

Second only in statistical importance to the source of the funds supplied, is the population with which it has to deal, and the comparative increase of the latter within the Board's district. Table B shows the number of population in 1861, and again in 1871, as vouched by the Registrar-General, the increase during the decade being no less than 457,983 persons. This part of the Table forms a kind of basis on which to found a calculation of the probable increase during those years in which no census has been taken. The result is set out, as to 1876, for what it is worth. It is noticeable that the district of Westminster shows some decrease, while the enormous depopulation of the City, between the years 1861 and 1871, must be partly, if not mainly, attributable to the wholesale demolition of small house property for public improvements occurring in one particular decade, and not likely to occur again, at least not to the same extent. If this were not so, we might be tempted to prolong the calculation, so as to fix the date when the City would be found not to contain a living soul. All the other districts, however, show an increase of population, some of them to a remarkabe extent. And as it is probable that the exodus from the City did not cause people to remove beyond the limits of the metropolitan district, the net result of the table may, after all, be found sufficiently correct to serve for the present and until the next census, in 1881, enables us to exchange theories for facts.

The third Table, C, begins to deal with actual operations,

and shows the number of sites purchased in each year by the Board since its formation in 1870, the cost of purchase in each of the School Divisions, and the total.

Of these purchased sites, 26 are not those originally scheduled, but have been adopted as alternatives; while 57 others, not included in the list, have been entirely withdrawn because of objections of one kind or another.

As to relative cost, the cheapest site has been that in Bolingbroke Road, Battersea, where 54,426 square feet of land were obtained for £660, or 2¾*d.* per square foot; and the dearest, that in Barrett Street, Oxford Street, which cost the Board £16,204 16*s.* 1*d.*, including all expenses, except legal and surveying fees. The area being only 5,200 square feet, it follows that the price per foot was £3 2*s.* 2¾*d.* in fee simple. The average cost per foot, taking all London together, has only been 4*s.* 2¾*d.* The burden on the rates has been ·57 of a penny in the £.

This third Table would have been more instructive and valuable had it been possible to separate the compensation paid for the actual land and buildings (including all holdings) from that strictly belonging to trade, and forming what is known as "trade interests." Amid so many awards from arbitrators, and verdicts from juries, it has been found impossible to separate these items properly, and the result can, therefore, only be given in gross. It is, however, made exclusive of legal and Surveyor's fees, which are stated in a separate column.

In addition to the sites shown in the Table, nineteen more are scheduled for the coming session of 1879-80, besides portions of land for enlargement.

The total number of cases settled by Juries or Magistrates has been -	62
Those decided by Umpires - - -	73
And those settled by Agreement amount to less than - - - - -	1,213

The total cost of the 220 school-houses erected, with their sites and furniture, has been over three millions, varying in "cost per head" of buildings only from £5 7*s.* to £16. Increase in cost of buildings has arisen from the combined effect of a large number of causes, which may be classified under three main heads—viz., (*a*) The great rise in prices; (*b*) the greater size of sites and consequent formation and enclosure; and (*c*) the developed ideas concerning education and its necessities. It is true that there is another increase in cost so far as the ratepayer is concerned, which is not an increase so far as value of artificer's work is meant. I allude to the increased area and cubical content now given to the boys' and girls' schools at the instance of the Education Department. The Board had, before commencing any building operations, decided not to allow a less superficial area per child in these two kinds of schools than 9 feet. In practice, this minimum had been treated as a maximum, and school accommodation came to be computed on this 9 feet basis. Within the last two years the Education Department have required that the computation shall be made on seat accommodation, limited the number of desks to five rows deep, and have required the rooms to be 22 feet wide. The net result is that the area per child, which formerly was 9 feet, is now between 10 and 11 feet. It is an improvement on sanitary grounds; but it is an increase of "cost per head."

It is a common ground of complaint against the School Board that they proceed recklessly, buy too much property, and build too many schools. The fact is, that the first twenty sites scheduled under a resolution by Lord Sandon, when a member of the Board, were the only cases to which such a charge, even in theory, could have applied. They were decided upon, comparatively at random, so far as general locality was concerned. The want appeared so

great and the need of action so urgent that it was felt impossible to wait for the completion of elaborate statistics, and accordingly a commencement was made without this preliminary. The work has now, however, reached a much higher state of organization. The divisions of London, which are shown on the accompanying map, are again subdivided by the School Board into many blocks, each having a distinctive letter, and in each block the School Board officer does his best to know the home of every child. Conflicting opinions as to whether land is, or is not, to be bought for a site, are thus brought in each case to the test of facts and statistics; and objections, whether raised by property owners, persons interested in existing public elementary schools, or by the Education Department itself, can be met on solid ground.

The work of the Board has grown much larger than the framers of the Act ever contemplated. This, not from any desire to extend, but from the simple necessities of the case. Until the Board began its work, the number of poor children growing up neglected in London alone was merely guessed at. It was thought to be perhaps 100,000. By degrees this guess was shown to be far below the mark. And the numbers now actually in the Board Schools are—

In Premises transferred permanently to the Board - - - - -	19,315
In 220 new School-houses built by the Board - - - - - -	174,709
In temporary Premises, to be shortly replaced by new School-houses -	16,204
Total number of children	210,228

It is further calculated that, when the whole existing educational deficiency is supplied, the increase of population

alone will probably require some eight or ten additional schools per annum.

The number of other Public Elementary Schools within the London District carried on by various religious bodies is 798.

These figures may here be appropriately followed by statements (Tables D and E), showing the income and expenditure of the Board down to 1879, which cannot fail to demonstrate the magnitude of the work done, the scale of which will now soon dwindle to what may be called normal proportions, as arrears become wiped off. Table E includes both capital account and current account, and should be scanned with that fact always in mind. The former is a small charge on the rate, the latter a large one.

In turn, these last statements will afford some explanation of the steady increase in the annual rate levied on behalf of the Board. The facts and figures, as a whole, show conclusively that, for some time at least, this increase must go on in spite of the exercise of a most rigid economy, unless the work of the Board is to be stopped. For the sake of a record, I here put into a concise form the amount of precept and the rates for each of the nine past years. They are, perhaps, too well known, yet should not be omitted here.

On the subject of illustrating the working of the Lands Clauses Act, I may say, perhaps, a few words, to be supplemented, as I have before expressed a hope, by other gentlemen.

Generally speaking, the contested cases have proved more favourable to the Board when fought before juries than when argued before professional umpires. That is to say, the results have appeared to approximate more nearly to actual values, especially when the common sense of jurymen has been left undisturbed. This may appear remarkable when the

well-known bias of juries against public bodies is considered, but it is the fact. I do not hold it to be conclusive as to the respective merits of the two tribunals. It points rather to the special value of the professional gentlemen, Surveyors, and counsel who have aided the Board in the work, when united before a non-professional tribunal. One skilled professional umpire must, in my opinion, always form at least a safer judge than twelve men ignorant of values and liable to be biassed by a persuasive advocate or a mistaken summing-up. Yet, whether before juries or umpires, those cases in which the element of "severance" has found a place have usually been decided with a heavy preponderance towards the claimants. Severance is clearly an element more misunderstood than almost any other of common occurrence.

Whenever a case of any importance must be contested, it has been found the best, and even the most economical course to appear by counsel. This whether before a jury or an umpire. The reason is obvious, for beyond knowledge of law, it is the counsel's peculiar business to put his case clearly.

One kind of case—viz., that in which an injunction in Chancery is obtained to restrain from damage to adjoining lights—has been before the public in connection with the Board. As is well known to Railway Surveyors, an injunction will not lie against persons proceeding under an Act of Parliament, the aggrieved party having his remedy in money compensation for damage proved. Yet an *ex parte* injunction was obtained from Vice-Chancellor Malins to stop the building of the Winchester Street School because of alleged damage to the lights of an adjoining property. The injunction was of course dissolved during the next few days.

It has been usual to complain of damage to property by reason of bringing a Board school into its midst, just as in

old days all property was said to be ruined if a railway came near. The presence of a school has been actually found to increase the demand, among tenants of the more respectable sort, for the smaller kind of houses, just as the railway did.

The cases in which persons have been compensated for damage to, or destruction of, profits from business have formed a comparatively small proportion, from the obvious reason that the Board are careful to avoid the neighbourhood of trade claims as much as possible. There has been, among those which were unavoidable, probably the usual average of well made-out cases, well got-up cases, cases with no books kept, and cases with sham or falsified books. Among these last that of the Ponton Road site deserves a record, where Hayward, a dairyman, claimed £3,065 compensation for loss of business, and was awarded £383. His books, by himself or his agents, having been falsified to support his claim, he was prosecuted by the School Board at the Old Bailey, and was sentenced by the Recorder, on the 3rd December last, to four months' imprisonment.

The Board schools, with their adjuncts, playgrounds, &c., being municipal, and not imperial, in their character, are liable to pay rates, and the contest over the valuation of the assessment to the poor formed an important episode to the Board, to the ratepayers of the Metropolis, and to Surveyors. The point in dispute involved not merely the amount of assessment, but the principle of valuation to be followed. The Board naturally held that the usual method should be adhered to in respect of their buildings, and that, therefore, the proper basis of value was the rack rental obtainable in the market. After long legal arguments, the magistrates in Session at Westminster finally decided that the assessment must be based on an amount derivable from the interest on actual cost of land and buildings, applying

4 per cent. to the former and 5 per cent. to the latter. The amount of rate paid is therefore much more than had been expected; and a principle has been adopted which will, in all probability, have an indirect and imperfectly recognized application in the future to private buildings likewise.

In reference to those portions of the Surveyor's profession which relate to buildings, the experience in London during the carrying out of the Education Act has been varied and extensive. Here we begin to part company from the Education Act and the Lands Clauses Act, and, instead, have to consider the working of the Metropolitan Buildings Act in reference to public buildings. The Building Act is found to be interpreted and administered in different ways by the respective Surveyors having jurisdiction in different parts of London. The school-houses rank as public buildings under the Building Act, and are not exempt from its operation as are buildings belonging to railway companies. The District Surveyor has, therefore, a discretionary power beyond the mere enforcement of the regulations framed for observance in the case of ordinary buildings, and his requirements have sometimes proved not merely a test of his knowledge of the Act, but of his acquaintance with practical and scientific building construction. Differences under this head have always been settled by arrangement, and I do not propose to quote any. Other cases should perhaps be alluded to, though limited to one of each kind.

It is sometimes asked, "What constitutes a public building within the meaning of the Act?" In reply I may confine myself to what now concerns us, by admitting that the new school-houses of the Board, at least, should properly be treated as such. In the case of the Upton House Truant School, however, the question was broadly raised by the District Surveyor whether the mere fact of an occupation by a public body like the School Board had the

effect of converting an old house, originally built for a private residence, into the class of public buildings, and thereby rendering conformity with the Act, in its provisions as to new buildings, imperative. The magistrate decided in the Board's favour, and the plaintiff has not seen fit to carry the case into the Court of Queen's Bench. Had the decision been otherwise, the use by the Board of temporary premises, pending the erection of new school-houses, would have become impossible.

Except that of ancient lights, perhaps no building question is more troublesome in London than that of frontage lines. A Board armed with an Act of Parliament can get over the former by paying money for damage proved. Not so with the latter. They then have no power beyond that of private persons. If the frontage be a new one, and in a street, it must not be within 20 feet of the crown of the roadway. But the case of the St. Stephen's Club will be in the recollection of all Members, wherein it was settled, once for all, that one frontage line did not alone constitute a "street" within the meaning of the Act. The School Board has always been so desirous to avoid any hindrance to a public improvement, and even to further such schemes, so far as its duty would allow, that few real difficulties have arisen in respect of frontage lines. An exception occurred, however, in the case of Johanna Street School, Lambeth, where the Metropolitan Board of Works ordered the building-line of a proposed enlargement to be set back, on the ground that the street on which it abutted was not 40 feet wide, and that a public improvement might hereafter be needed. With every desire to co-operate with the Metropolitan Board, it was felt that the school-house already erected would be most seriously affected, and that the order was *ultra vires*, from the fact that the proposed building would stand on the site of an old foundation. The order was,

therefore disregarded in the most formal way and with due notice of the steps taken. The enlargement was finished several years ago, and nothing further has been heard of the matter.

One of the provisions of the Building Act (sections 22 and 30) relates to the use of non-combustible materials in the staircases, landings, and corridors of public buildings, and is manifestly directed towards securing, as far as possible, safety from fire. In the Board schools, therefore, the principal staircases, &c., are always constructed of non-combustible material. But it usually happens that a few steps are required to give access to the private rooms of the teachers, and, not being intended for use by the children of the school, have generally been made of wood. Recently, this practice was challenged in the case of the Haggerstone Road School by the district Surveyor, who required the removal of the wooden staircase. The Surveyor was doubtless right, *technically*, and it was thought that a sufficient protection would be afforded by giving an undertaking to reconstruct should it at any time be desired to devote the staircase to the use of children. The matter was thereupon heard by the Metropolitan Board of Works, who decided against the School Board. Without impugning the wisdom of the decision, I maintain that it followed the letter rather than the spirit of the Act, inasmuch as the staircase was only for the use of three or four persons, and its destruction by fire could have endangered nothing beyond itself. Yet it formed a kind of decision which the School Board would hardly have been justified in attempting to resist.

Many other points under the Building Act have arisen from time to time which it would be easy to discuss in so far as they affect public buildings. On reviewing them, however, they assume the aspect rather of passing instances than of important precedents worthy of record.

Leaving the Building Act, therefore, I now turn to the subject of the new school-houses. It is, perhaps, a necessity to the School Board to regard the expenditure on its buildings according to the outlay on each child, and thus to test everything by "cost per head." This form of calculation, however, can have no scientific value to the Surveyor or Architect, for it is manifest that all items over and above the mere school-room accommodation are almost the same in a building for 500 children as in one of twice the size. There is the same staircase, bell, caretaker's house, three teachers' rooms, enclosed walls, &c., &c., in the one case as in the other. Thus, the "cost per head," which may seem very small, may really be large if the school-house be large, and *vice versa* if it be small. "Cost per head" depends therefore upon the size of the school, the method of computing the accommodation, and the relative size of one department to another. Its use is to assist in arriving at averages—never to form a standard by which to judge any single building. The true test is the cost of each cubic foot of building, provided always that the planning be compact and economical throughout. With that test, useless expense in mere adornment, whether external or internal, becomes impossible. The cost per cube foot of the new buildings proper, apart from boundary walls, &c., has varied from $5\frac{1}{2}d.$ to $7\frac{3}{4}d.$, and at the present moment, when prices are low, stands at $6\frac{1}{4}d.$

The general allegation of extravagance on the part of the School Board may, or may not, have foundation. I am not here to discuss that aspect of the question. But when the amount of the rate is associated with talk about "palatial structures," as it has been of late, perhaps a few words of explanation may expose a too common and rather mischievous fallacy. The cost of sites and buildings is defrayed out of capital account, and is spread over so long a term of years

that it forms, comparatively, a small element in the rate. The expense of repairs, of maintenance in all forms, of management, of teachers' salaries, &c., all, on the contrary, fall upon the rate of the year, or, as it is called, "current account." The school rate is now (as set forth in Table F) $5\frac{1}{2}d.$ in the £, and must soon be higher. Yet the total amount spent in everything connected with the buildings and furniture, boundary walls and adjuncts (excluding only the cost of sites), amounts but to ·9 of a penny in the £. The sites (as already stated) have cost ·57 of a penny. Thus, the real pressure on the taxpayer arises not so much from the cost of building a school as from the necessary expense of carrying on and maintaining it. Most of the schools are now built, and it is chiefly in the direction of careful organization and simplification of all matters chargeable to current account that economy can be observed.

In conclusion, I may, perhaps, be pardoned for venturing one step beyond the limits which I had laid down for this Paper by remarking that architectural display has never formed an object in the school buildings. The only reason I had for traversing, at my own cost, Europe, the United States, and Canada, was to observe the best known arrangements for internal convenience in school buildings, with the result of saving many thousand pounds in compactness and suitability of plans. The style of architecture arose naturally from an endeavour to provide something adapted to the indigenous brick building of London, something which should avoid the dreary aspect of the workhouse, should look cheerful and school-like, should possess three points always present in good architecture—viz., good form, good proportion, and good colour— and which, while having its roots in the past should in reality form a new style

marking alike the schools and the School Board epoch. That ignorance should have nicknamed it the "Queen Anne style" (which it in no way resembles), and that it should have become the passing fashion for other buildings are both causes for regret.

In order not to encumber a subject, which although a meagre outline yet travels over a great range of topics, some being worthy of separate treatment, I have not called attention to those duties imposed by the Education Act which are rather outside the general scope and function of the School Board, as popularly understood, and which are always forgotten when a contrast is drawn between the cost of voluntary and Board schools. I allude to such duties as those connected with industrial schools, the collection of facts connected with all public elementary schools, whether belonging to the Board or not, the compulsory sending of all children to school, whether they go to Board schools or not, the preparation of returns for Parliament, &c. These entail considerable expense and trouble, and must, by law, be paid for out of the school rate.

I have also omitted any reference to the sanitary science applicable to schools—*i.e.*, to the playgrounds, the buildings, and the children—as that would have led me far afield, would have doubled the length of this Paper, and confused its purpose.

Mr. T. Chatfeild Clarke (Member) begged to move a vote of thanks to Mr. Robson for his excellent Paper. Some years ago, when a member of the School Board for London, he had special opportunities of observing Mr. Robson's work, much of which was not known to the public, who had no conception of the pressure under which that work was done. In the early days of the

School Board, people were naturally impatient to see some tangible results of the new legislation, and they pressed the first Board to build before the statistics necessary for their guidance were collected. This was against the judgment of many members of the Board (himself among the number), and of its officers also; but, yielding to the pressure from without, twenty sites were selected, and Mr. Robson's remarks as to any possible mistake made with reference to one or two of those sites were justified, though he was not prepared to admit that the course taken had proved a failure on the whole.

From the desire of the Board to keep the sites as small as possible and limit the cost, a great deal of subsequent expense had been incurred in the necessary enlargement of those sites, in order to obtain playgrounds, and afford the requisite increase of accommodation in many neighbourhoods. The original policy had thus proved a false economy, though adopted with the best intentions, and with an earnest desire to keep down the cost to the ratepayers.

It might be asked whether the School Board for London would not be justified in buying sites in unformed districts in anticipation of future requirements. There were neighbourhoods growing up here and there, which it was clear would become populous, and it might be wise, both as regards the cost of purchase and for the purpose of securing adequate space, if the Board could secure suitable sites before the districts were covered with houses.

He had himself built a school in one of the neighbourhoods referred to by Mr. Robson, viz., that portion of Hornsey running into the Metropolitan area, and on the class-room system—a system followed also by the author—and he understood that the new Board schools were all so arranged. This system was, he maintained, the

only true one from an educational point of view, whether as applied to elementary schools or schools of a higher grade.

As regarded the charge of extravagance, it could not be too often repeated and impressed upon the public mind that the Education Department had exercised over the School Board complete control as to the selection and number of sites, and this not in a perfunctory manner, but with great care and deliberation. No doubt the work must be done efficiently, but he earnestly hoped that there would be no considerable further increase in the rate. It would be a serious matter if the rate should exceed 6*d.* in the £, as it threatened soon to do.

He trusted that, as the scholars progressed generally, their power to earn an increased grant, per head, would go to keep down the rate, and that the contributions of the parents towards the education of their children would be such as their means afforded. He then referred to recent legislation as affecting buildings, and concluded with a warm tribute to Mr. Robson's devotion to his duties in his official capacity.

Mr. F. Vigers (Member) had much pleasure in seconding the vote of thanks. He had been specially struck with a remark of the author's to the effect that the decisions of juries were more favourable to the Board than those of professional umpires, and approximated more nearly to the actual values. He had had some experience with compensation cases, and he confessed that he was not so impressed with the common sense of juries as the author appeared to be. His own conviction was (and he had always acted on it) that it was better to go to a man who understood his business, than to trust to the decision of twelve men who could have no special knowledge, and who were called

upon to decide a serious matter without the prolonged consideration which a professional umpire would give it. He thought it should be upon record, in this connection, that there were thousands of cases which never went to a jury or to a professional arbitrator, but were settled, when placed in the hands of respectable Surveyors, with the Surveyor acting on behalf of the School Board, on a careful discussion of the real figures.

As regarded his own practice, he believed he had never had a case against the School Board which had gone to a jury or to a professional arbitrator, having always found that where the figures were reasonable the matter was settled off-hand. The author had expressed surprise at the favourable decisions given by juries in School Board cases, having regard to their well-known bias against the Companies in Railway cases; but it should be remembered that, in the latter case, they were deciding between Railway Companies, which were regarded as trading bodies, whereas, in the former, it was a question between a public body and themselves, seeing that they had to assist in finding the money out of their own pockets. This would, he thought, account to some extent for the fact to which the author had referred.

Speaking as an old Railway Surveyor, he must say that he personally preferred a professional umpire to a jury as the tribunal for dealing with these matters. Though the verdicts of professional umpires might not have been on the whole so favourable to the School Board as the verdicts of juries, he believed that the awards given by professional arbitrators were founded upon sounder calculations than those of juries, and were none the less just because less advantageous to the Board.

Professor KERR (Visitor) said that, as regarded questions of ancient lights, he quite agreed with the policy which Mr. ROBSON advocated (on page 113), and which he believed had now been decided to be the law, that no injunctions for restraint against public schools created under the Act of Parliament were admissible. He thought this a principle which might with advantage be extended to all questions of ancient lights, for the trouble which builders throughout London were occasioned, and the expense to which they were put by the neighbours' interference on the slightest increase of their buildings, for reasons which were sometimes altogether fallacious, were enormous. The trouble was so great, and the law expenses so excessive, that it would be well if all Institutions of this kind would combine in urging upon the Courts the desirableness of leaning towards the primary principle, which was the law of all other countries but England, that a man could build what he pleased on his own land, provided he paid his neighbour for any damage he did him.

Another question which Mr. ROBSON had mentioned, and one which was, to his mind, of great importance, was that known as the frontage line question under the Building Act. He had always seen its weak point. It was not originally intended to take a man's land without giving him compensation; and he thought that if a man possessed land abutting upon a public highway, no interpretation of the law with regard to the widening of that way, in any manner whatever, ought to be pressed, as it often was, against the owner of that land. That, he thought, was too plain a principle to be denied, and what he ventured to suggest was that this was the real meaning of the law, and the real intention of the legislation affecting this question; and he would always recommend Surveyors to insist upon that

interpretation of the law even in the suburbs of London. He thought, therefore, with Mr. Robson, that the Board was right in resisting the cutting off of a portion of the land, purchased at a large price, without compensation.

Mr. C. J. Mann (Member), referring to the cost of the Board Schools, said that he considered 6½*d.* a foot a reasonable price, considering the nature of the buildings.

Mr. Andrew Young (Visitor) was disappointed that the Paper had not evoked a more animated discussion. He had noticed, when dealing with Surveyors of the higher class, in his official capacity as Assistant Surveyor of the School Board for London, that there was no difficulty, when unable to agree, in arranging at once for a reference to a brother Surveyor; but the outside fringe of the profession would seldom agree to this course, and generally preferred to take the case before a jury; and this fact possibly explained to some extent the more favourable results, relatively to the claims, obtained from these tribunals. There was no doubt a feeling that, if the case went to arbitration, the claimant would be certain to be liberally dealt with, but there was never a moment's question as to the fairness of the award.

Reference had been made to the question of frontage lines. He did not think the School Board had erred on the side of too great an insistance on their rights in this respect, but were rather, as a rule, too much inclined to give way to other local bodies, and he could not help thinking that they had had to pay their full share of a good many public improvements. The general idea seemed to be that it did not matter who paid, as the money came out of the rate-

payer's pocket in any case; but, unfortunately, the School of Board got the credit of spending the money, while some the other local bodies reaped the benefit of the improvement.

The Board had, he thought, found out the mistake of providing small sites, and most of the more recent schools had been built on a much larger scale. It was computed by Mr. Robson that some eight or ten new schools would for the future be required each year to meet the natural growth of the population, but his own impression was that the estimate was too low. He could not help thinking that, in the natural course of things, most, if not all, of the voluntary schools would go over to the Board, and he had always found that when voluntary schools, approved by the Education Department, went over to the Board, it was better to pull down and rebuild and enlarge the site for the new building. Therefore every school transfer meant the purchasing of more land, so that, taking this fact into consideration, coupled with the increase of population, he was of opinion that the future cost would be greater than Mr. Robson supposed,—at least, until the end of the first fifty years, by which time the schools first built will have been paid for.

Mr. T. Smith-Woolley (Vice-President) asked the author whether he could give the proportion of voluntary to Board schools. It would also, he said, be interesting if he could give a table showing the number of cases settled by arbitration or by a jury, and the number of Board school claims settled without recourse to either of those tribunals.*

Mr. Robson, in reply, begged to thank the Members for

* This information has been added to the Paper, and will be found on pages 106 and 109.

the kind manner in which his Paper had been received. First, as to Mr. Chatfeild Clarke's suggestion with reference to the purchase of sites. There was a great difficulty in buying sites in advance. While the land was unbuilt upon, it could, of course, be bought for very much less than when covered with houses; but the moment the operations for covering it commenced and an attempt was made to buy land, it was found that building leases had actually been granted, which was nearly equivalent, from the Surveyor's point of of view, to its being covered. Moreover, whenever they had applied, seeing some large district being covered with houses, for a site to be purchased by agreement, and sought to obtain the approval of the Department, the answer had been, "No, there is no deficiency of school accommodation," so that they had to wait till the houses were built, and then buy them and pull down. This simple fact put enormous difficulties in the way of the School Board in their endeavours to be economical and keep down the rates.

It was correctly stated by Mr. Clarke that, at the commencement, the Board had been mistaken in buying a large number of too small sites, necessitating the subsequent purchase of additional land at a larger price, and an enlargement of the schools themselves at great cost.

He must remark, with reference to observations which had been made, that he had not laid down the principle that contested cases were better decided before juries than before professional arbitrators. On the contrary, he had expressed surprise at the results displayed on analyzing the various decisions. A probable explanation of the fact had, however, been suggested in the bias of juries against railway companies as compared with other public bodies in which they themselves were interested.

The Paper might, he thought, be made more valuable by giving the approximate number of cases settled by arbitration and by agreement, omitting, of course, the enormous number of small cases hardly deserving the name. He would endeavour to supply this information as well as a return of the existing number of voluntary schools up to September last. The statistics would form additional matter of some interest.

The instance he had given of the resistance to a surrender of a piece of frontage without payment was one in which the Board was compelled to resist because the loss of the piece of land was a vital injury to the building; but every Surveyor was aware that there were instances of land being actually increased in value by having certain pieces thrown into the roadway, and this important distinction should be borne in mind.

The Chairman, in closing the discussion, observed that there were one or two points to which he would briefly refer. First, as to the author's remark that it was the experience of public corporations and railway companies that property purchased without compulsory powers was obtained on more favourable terms than property acquired under such powers. This was contrary to his own experience. Of course, there were casual instances where the purposes for which the property was required were not made known, where land was purchased for less money than it would have been had the purpose been declared; but, as a rule—and he spoke from extensive experience of the purchase of land under compulsory powers and without such powers—property was bought more cheaply where the owners were bound to sell.

As to another point in the Paper. It must not be

assumed from what the author had said that the rateable value of property in the Metropolis had really increased from £16,000,000 to £20,000,000. No doubt there had been some increase in the rateable value, but the difference between the figures was mainly due to the fact that property was now rated more closely to rack rental than formerly. This fact should, he thought, be upon record, as it would tend to dispel the common illusion that property had increased in value to the extent shown on the rate books.

He shared the opinion of previous speakers with reference to juries. No tribunal could be more unsatisfactory or more uncertain. He had always been opposed to submitting compensation claims to juries, knowing their extreme unfitness for trying cases of the kind, and the absolute impossibility of predicting what decision they would come to.

As regarded consequential damage which might arise from the erection of these schools, it should be borne in mind that, while the erection of a school in certain situations might be a benefit to the property which required these schools, it might, on the other hand, be, and often was, a positive injury to property not in want of such accommodation.

The principle followed in rating these schools had been, in his humble opinion, an utter mistake from the beginning. That they ought to be rated there could be no doubt, seeing that they occupied sites in a parish, but it was to his mind equally clear that they ought to be rated as other buildings were—namely, on the rent they might reasonably be expected to let at. Take, for the sake of comparison, a public-house on Banstead Downs where there was no population. Such a house was worth, to let, an infinitesimal sum compared with

a public-house in St. Giles'. On the same principle, but conversely, a school in the City of London, where the resident population was annually decreasing, had a much lower letting value than a school, say, in Battersea Fields, where there was a large and increasing number of children to educate; and yet, obviously equitable as this principle was, the City schools were rated as regards their sites at ten or twenty times the rate they would pay if situated in Battersea Fields. This, however, was the principle decided by the Court of General Assessment Sessions, constituted under "The Metropolis Rating Act, 1869." The new School Board might, perhaps, be inclined to re-open the question and endeavour to obtain some modification of this decision, and he would certainly advise them to do so.

It was a matter of regret that no machinery existed whereby sites for schools could be secured before districts became covered with buildings, as it would result in a great saving to the ratepayers. It was said that, directly it became known that the School Board wanted to buy certain lands, leases were granted for the purpose of enchancing the price. An owner had a right to make the most he could out of his land, but the cost to the School Board, notwithstanding action of this kind, would be represented in the purchase of land only, and would not involve them in the purchase of land covered with buildings occupied by tenants, as was at present the case.

With reference to ancient lights, he might remind the Members that he had more than once suggested the appointment of a tribunal to which all light and air questions should be referred, and there could be no better tribunal for the purpose than one constituted of two Surveyors and one Lawyer. It was highly improbable that he would live to see such a Court established, but, if established, its decisions

would have the great advantage of uniformity, would give much greater satisfaction than the present method, and would save a vast amount of unnecessary trouble and expense.

The vote of thanks having been put and carried unanimously, the Meeting adjourned.

A

Annual Rateable Value of the several School Board Divisions.

Division.	Area (Acres).	Rateable Annual Value. 1869.	Rateable Annual Value. 1872.	Rateable Annual Value. 1874.	Rateable Annual Value. 1878.	Increase since 1869.	Percentage of Increase since 1869.
		£	£	£	£	£	£
CITY	668	2,220,301	2,563,831	2,650,012	3,139,794	919,493	41·4
CHELSEA	6,989	972,876	1,613,109	1,717,567	2,124,893	1,152,017	118·4
FINSBURY	4,823	1,782,127	2,178,837	2,223,621	2,521,878	739,751	41·5
GREENWICH	21,940	953,750	1,159,736	1,198,600	1,387,838	434,088	45·5
HACKNEY	4,700	901,352	1,249,648	1,282,440	1,468,053	566,701	62·8
LAMBETH	20,511	2,014,220	2,449,498	2,559,847	3,016,933	1,002,713	49·7
MARYLEBONE	7,677	2,885,588	3,536,338	3,642,893	4,080,995	1,195,407	41·4
SOUTHWARK	1,990	870,000	1,011,763	1,050,765	1,257,861	387,861	44·5
TOWER HAMLETS . . .	4,097	1,244,673	1,489,579	1,517,064	1,722,007	477,334	38·3
WESTMINSTER	2,546	2,412,756	3,035,370	3,060,568	3,344,922	932,166	38·6
SCHOOL BOARD DISTRICT .	75,491	16,257,643	20,287,709	20,903,377	24,065,174	7,807,531	48·0

B

Acreage and Population of the several School Board Divisions.

Division.	Area in Acres.	Census of Population. 1861.	Census of Population. 1871.	Estimated Population. 1876.	Increase or Decrease, 1861 to 1871. (*Decrease.)	Estimated Increase or Decrease, 1871 to 1876. (*Decrease.)	Percentage of Increase or Decrease, 1871 to 1876. (*Decrease.)
CITY	668	112,013	74,897	55,608	*37,116	*19,289	*25·7
CHELSEA	6,939	173,605	257,429	300,798	83,824	43,369	16·8
FINSBURY	4,823	387,370	443,655	472,907	56,285	29,252	6·5
GREENWICH	21,490	198,442	238,264	259,087	39,822	20,823	8·7
HACKNEY	4,700	311,152	362,378	388,914	51,226	26,536	7·3
LAMBETH	20,511	386,155	533,430	609,640	147,275	76,210	14·2
MARYLEBONE	7,677	455,358	509,813	538,001	54,455	28,188	5·5
SOUTHWARK	1,990	193,593	208,725	215,831	15,132	7,106	3·4
TOWER HAMLETS . . .	4,097	336,693	391,790	420,192	55,097	28,402	7·1
WESTMINSTER	2,546	254,623	246,606	242,097	*8,017	*4,509	*1·8
SCHOOL BOARD DISTRICT .	75,491	2,809,004	3,266,987	3,503,075	457,983	(a) 236,088	7·2

(a) This estimate has been formed by the Registrar-General.

School Board Sites.

(11)

Division.	Number of Sites in each Division.	Area of Sites in each Division.	Cost.			Average Size of Sites in each Division.	Average Cost per Foot superficial in each Division.
			Property, including Trade Interests (if any).	Legal and Surveyor's Charges.	Total.		
		(Square Feet.)	£ s. d.	£ s. d.	£ s. d.	(Square Feet.)	s. d.
CITY	1	7,190	8,138 0 0	787 5 6	8,925 5 6	7,190	22 7½
CHELSEA . . .	23	621,059	95,211 17 5	13,198 8 8	108,410 6 1	27,002	3 0¾
FINSBURY . . .	32	602,060	238,101 9 5	38,314 10 0	276,415 19 5	18,814	7 10¾
GREENWICH . .	25	665,167	62,585 14 1	11,411 6 0	73,997 0 1	26,606	1 10½
HACKNEY . . .	34	668,210	175,692 16 0	26,715 7 3	202,408 3 3	19,653	5 3
LAMBETH . . .	50	1,103,493	182,468 11 4	27,238 3 0	209,706 14 4	22,609	3 1
MARYLEBONE . .	17	350,461	129,965 18 2	20,401 3 10	150,367 2 0	20,614	7 5
SOUTHWARK . .	26	652,026	126,447 12 5	14,587 12 4	141,035 4 9	25,078	3 10½
TOWER HAMLETS	41	924,005	174,548 10 3	23,503 19 4	198,052 9 7	22,536	3 9¼
WESTMINSTER .	3	29,097	38,342 10 0	4,711 11 8	43,054 1 8	9,699	2 7½
SCHOOL BOARD DISTRICT . .	252	5,685,768	1,231,502 19 1	180,869 7 7	1,412,372 6 8	(a) 22,562	(a) 4 2¾

(a) These show the general average over the *whole School Board District.*

D

School Board for London.

INCOME.

		Grants.	Fees.	Rates.	Loans.	Miscellaneous.	Total.
		£ s. d.	£ s. d.	£ s. d.	£	£ s. d.	£ s. d.
Four Months ended the 25th March .	1871	..	..	..	..	..	..
Year ended	1872	..	185 13 7	40,000 0 0	..	265 0 3	40,450 13 10
,, ,, ...	1873	1,315 2 6	6,285 19 2	75,000 0 0	118,147	720 13 10	201,468 15 6
,, ,, ...	1874	9,933 16 5	12,842 4 7	62,000 0 0	637,853	1,349 8 1	723,978 9 1
,, ,, ...	1875	24,053 0 5	26,054 1 3	149,820 7 11	538,925	2,180 18 1	741,033 7 8
,, ,, ...	1876	45,942 6 3	35,367 0 11	263,700 6 1	667,160	3,302 19 7	1,015,472 12 10
,, ,, . . .	1877	68,657 19 7	42,626 8 8	398,867 0 0	449,095	7,077 8 3	966,323 16 6
,, ,, ...	1878	91,184 1 2	55,816 4 1	506,353 0 0	495,000	5,688 7 3	1,154,041 12 6
,, ,, ...	1879	121,877 7 8	72,337 3 0	525,173 11 3	348,000	7,927 16 4	1,075,315 18 3
		362,963 14 0	251,514 15 3	2,020,914 5 3	3,254,180	28,512 11 8	5,918,085 6 2

School Board for London.

EXPENDITURE.

| | | Provision of Schools. | | |

F

Table showing the Board's Precept and the Rate per £ levied in each Year.

Date of Issue of Precept.	For year ended	Amount of Precept.	Rate per £
		£ s. d.	
June 14th, 1871	25th March, 1872	40,000 0 0	0·48
March 29th, 1872	,, ,, 1873	75,000 0 0	0·89
Feb. 5th, 1873	,, ,, 1874	62,000 0 0	0·74
Feb. 4th, 1874	,, ,, 1875	149,807 14 0	1·75
Feb. 17th, 1875	,, ,, 1876	263,713 0 0	3·0
Feb. 16th, 1876	,, ,, 1877	398,867 0 0	4·5
Feb. 7th, 1877	,, ,, 1878	506,353 0 0	5·226
March 6th, 1878	,, ,, 1879	506,306 0 0	5·15
Dec. 18th, 1878	,, ,, 1880	551,247 0 0	5·5

No. 87.]

THE PRESENT DEPRESSION IN ENGLISH AGRICULTURE:

ITS REAL AND ASSUMED CAUSES.

By W. L. HUSKINSON (Member).

Read at the Ordinary General Meeting of the Institution of Surveyors, *January 19th*, 1880.

WILLIAM JAMES BEADEL, VICE-PRESIDENT, IN THE CHAIR.

In introducing this question for the consideration of our Members, my main object is to afford that opportunity of discussing this, to us, most important of questions, which we are denied by the wise etiquette which precludes us from discussing a President's Address. It is scarcely possible in doing this to escape from the general lines laid down in the opening Address, and I anticipate that the main conclusions therein contained, however they may be enforced by difference of detail, will be substantiated.

The agricultural question which has now arisen, is in a different form from that which it presented a few years ago, when its discussion resulted in the "Irish Land Act," and the "Agricultural Holdings Act" in England. It was then looked at mainly from a political point of view. Statesmen, legislators, professors of political and rural economy, and writers of magazine articles, were keenly interested; and every matter connected directly or indirectly

with land received its share of attention. The land question of that day gave birth to a literature in itself. Land holding and occupation, peasant proprietors, primogeniture and entails, the title to and transfer of land and other kindred subjects, were discussed until the interest had subsided, and the whole matter had been what is called "ventilated." The excitement at that time was, however, a good deal fictitious. The agricultural classes, as a whole, were but little moved by the heated debates around them. Free land and entails, peasant proprietors, and land law reform have very little interest for the bulk of the agricultural classes. As to the majority of the landowners, tenant farmers, and labourers of that day, as the poet Gray puts it,—

> "Along the cool sequestered vale of life
> They kept the noiseless tenor of their way."

But the agricultural question at the present time excites a far wider and deeper interest, and comes home to everyone connected with land. It is taken up by quite a different set of people, and is discussed more among the purely agricultural classes than in the world outside them. In the first instance, the domain of English agriculture was invaded by a host of politicians and economists, who used it as a battle ground for their own purposes; but in the present case, agriculturists themselves are all in arms to assert the importance of their interests to the State, and the gravity of the circumstances affecting them. The policy of the rival parties in the kingdom, and the extension of empire, sink to insignificance in the rural mind compared with the question of farming profits. How to live with credit and distinction is a very important question, but is quite subsidiary to the question of how to live at all.

The present state of English agriculture affects members of our profession as much as any class, and is a subject

which must constantly occupy our thoughts. It is necessary for us to have some ideas on the subject, right or wrong, as we are daily obliged to act, and our action must be affected by our views. Some people are fond of contrasting theory and practice, ideas and actions, as theologians used to be with respect to faith and works; but, in reality, all action is or ought to be the result and embodiment of thought, and the main thing is to see that our thoughts and ideas are correct and sound; for, if not, no sound course of action will result. It is as vain to expect to act rightly on wrong principles as to "gather grapes of thorns or figs of thistles."

The general public has leisure to suspend its judgment on the subject before us, but we cannot altogether do so; and it is, therefore, a matter of great interest to us, and a great help also, to elicit the opinions formed by brother members of the profession on what so nearly concerns us all. An exchange of ideas seems extremely desirable. We may be expected to take an impartial view, undisturbed by the panic around us (which has now very much abated), and, on the other hand, removed from the sanguine opinions of those who would fain persuade themselves and others that there is no gravity in the crisis through which we are passing. We cannot deny that English agriculture has received a severe shock. Few will be bold enough to assert that its constitution is not sound enough to recover that shock.

The subject is so wide, and embraces so many topics, that it is impossible to do more than glance at it, the limits imposed by a Paper precluding any attempt at exhaustive treatment. The Royal Commission, a numerous body of able men, will hardly be able to complete their labours before the crisis is over and the subject forgotten. How, then, can any individual hope to do more than touch upon the salient points of so large a question? The questions propounded by the Commissioners have startled farmers by their wide

range. To expect minute particulars for ten or fifteen years back implies a more sanguine view of the financial records of ordinary farmers than experience warrants.

Some of the questions seem very remotely connected with the present depression; they remind one of the story of the American humourist, where he describes the showman requested to undertake the census of his native village, and, after due consideration, setting down a few questions he thinks appropriate to the occasion, but which the majority of people would deem rather irrelevant.

It may be said that we have the advantage of discussing the question in the light of opinions so freely contributed to the press; and this is perfectly true. It is our business to sift the wheat from the chaff; to separate, in the assumed causes of the depression, the real from the false; to give facts, where we can, in place of estimates; to measure and gauge, so far as we are able, the meaning and force of the general phrases which are so glibly quoted on all sides, and to reject all testimony which has no bearing upon the point at issue. The shackles of the feudal system and our old friend the peasant proprietor have, of course, been brought forward. They are as certain to appear during a land agitation as the petrel before a storm, or the sea serpent in the dull season; but their bearing on the question I fail to see. English farming is in a bad state. Is it likely to be any better? That is the question; and bringing in the feudal system is more incongruous and out of place than the knight in armour at a modern Lord Mayor's show.

The general public and the agriculturists both admit that the present state of farming is unsatisfactory, but give various answers to the question—Why is it so? The general public introduces and alleges a variety of matters which the farmer would not heed; the farmer himself would give different reasons. The arable farmer would talk of

bad crops, bad prices, and increased cost of labour and rates; the grazier would quote the high price of stock in the spring, and the fall in the autumn; and the dairy farmer would refer to the fall in price of butter and cheese. English agriculture, in fact, embraces a very wide range of products, and the causes of the depression are various; and to obtain clear views, and to prevent confusion, each description of farming would require to be separately considered. The results in each case, even then, would be the product of many-sided causes.

To talk about English farming as a whole, or on the average, would give the reins to loose ideas and inconsequent reasonings. Averages are extremely useful and necessary, and upon them are based some of the soundest reasonings; but they require to be used with great care, remembering that they are valuable not in proportion to the number of cases they are derived from, but to the smallness of the variation in the extremes. The rainfall of England varies from 19 to 20 inches on the east to more than an average of 40 inches on the west coast; an exceedingly heavy rainfall of the one being merely the ordinary rainfall of the other, and therefore facts to be compared should be drawn (unless the nature of them permit otherwise) from the same district. Some people say they object to averages, when what they mean is they object to the inferences drawn from them. They confound the facts with the conclusions drawn from those facts, and, like the Brothers Birchington in "Ingoldsby Legends," "Richard gets blamed for Robert's offences." My remarks will then refer, unless specially noted, to my own district in the North Midlands.

I have mentioned that the assumed causes of the unsatisfactory state of English farming may be divided into real and false causes. Among the real causes which have more or less contributed to the depression I would class:—

(1) The Seasons; (2) Prices; (3) Labour; (4) Rates; (5) American Competition.

I will gauge, so far as I can, the part borne by the real causes in contributing to the general effect, remarking only that the treatment must of necessity be fragmentary and imperfect.

1.—The Seasons.

By general admission, the weather—the long succession of ungenial seasons—is regarded as one of the main causes of the depression, and I will show, so far as the clays of Nottinghamshire are concerned, to what extent this cause has contributed to the unfortunate result. I will give not estimates nor conjectures, but actual facts and figures, which can be substantiated. They may throw light on many other clay districts.

It is difficult to say in these days what will not be denied, and it has even been denied that the seasons are the main cause of our difficulties. Mr. Edwards, at the Farmers' Club, in Holborn, in his Paper on the "Future Aims of the Farming Interest," is reported to have denied that the present depression is owing to bad seasons. The quarter from which the denial comes, makes it worth a moment's attention. So far as the North Midlands are concerned (and I leave to other Members to determine how far the case is similar in other districts), I entirely disagree with Mr. Edwards. I will give the reasons and grounds of my opinion, as some might demur to an opinion who would acknowledge an argument or a fact. Lord Bacon says, "Opinion is like a shot from a long bow, depending for its efficacy on the strength of the shooter, but argument is like a shot from a cross bow, equally efficient whether discharged by a child or a giant."

For a very long series of years, Mr. Lowe, F.R.S., has observed the rainfall of Notts, and published the facts. From 1867, Mr. Tarbotton, C.E., Surveyor to the Corporation of Nottingham, has taken observations and has given, among other things, the monthly rainfall from 1867 to 1878 in his "Meteorology of Nottingham." From these authorities I gather that the average annual rainfall of Notts, for a long series of years, has been approximately 26½ inches, with a variation of from about 18 inches to 35 inches. From 1868 to 1874 (both inclusive), we had a cycle of dry seasons, interrupted only by the extremely wet year 1872. With 1875 commenced our wet cycle. In July and October of that year, we had our disastrous Trent Floods from a rainfall of 5 inches in each of those two months. From 1875 to the present time, we have had none but wet and ungenial seasons. From Mr. Tarbotton's publication I make the average annual rainfall from 1875 to 1878 (both inclusive) 29½ inches. Mr. Lowe (quoted by Mr. Tarbotton) gives an average annual rainfall, for the same period, of 31½ inches. Taking the lowest figures, then, the average annual rainfall from 1875 to 1878 (both inclusive), was 3 inches in excess of the average rainfall for a long series of years. In addition to this, 1879 had 3½ inches in excess. When we consider that an inch of rainfall means, approximately, 101 tons of water per acre, and that the last five years has given us over 15 inches, or 1,515 tons of water per acre in excess of our average supply, we need not wonder that on our strong soils arable farming has been unprofitable. But the rainfall of the year does not show the whole case. The weather at seed time and harvest is more important than the total rainfall of the year. From 1875 to the present time, we have had either wet harvests or wet seed times, and sometimes both. The bad effect of such an excess of wet is, on

strong soils, only too evident. The land gets soddened, its finer particles carried off; manures are diluted and washed away; weeds completely choke the crops; vegetation suffers, and the result is disastrous.

I have given in some detail the weather of Notts, in order to afford some opportunity of comparing it with the result of wheat yield during a long series of years. I subjoin the yield of wheat in a parish a few miles from where the rainfall was registered, and a comparison is full of suggestiveness. The yield taken is from a farm of 726 acres, on the Keuper division of the Red Sandstone formation, and is extracted from records carefully kept for many years past.

Year.	Rainfall at Nottingham in Inches.		Yield of Wheat per Acre.		
1862	—		3·58	qrs.	
1863	—		5·30	„	
1864	—		3·75	„	
1865	—		4·25	„	
1866	—	Average for 9 Years, 3.88 qrs.	3·69	„	
1867	29·9		2·07	„	
1868	25·3		5·31	„	
1869	27·7		2·50	„	
1870	17·9		4·50	„	
1871	26·8		2·90	„	
1872	35·9		3·43	„	
1873	20·5		2·87	„	
1874	18·1		3·37	„	
1875	31·7	Average for 9 Years, 2·80 qrs.	3·0	„	
1876	29·3		2·34	„	
1877	28·7		2·31	„	
1878	28·8		2·78	„	
1879	—		2·0	„	Estimate only.

The yield of wheat does not, of course, vary precisely

with the rainfall. There are many other circumstances which affect vegetation, such as temperature and sunlight, which cannot be shown; but, on the whole, a wet season means one with a low temperature, and the Table fairly explains one great cause of our present depression. It may be said that facts may exist together without standing in the relation of cause and effect. This is true enough, but let us examine the Table. The average yield per acre for the 17 years, excluding 1879 which is only an estimate, is 3·38 qrs. The years 1863, 1868, and 1870 were very dry; the yield of those years was high, being nearly 2 qrs. per acre over the general average. The years 1867 and 1878, among others, were wet, ungenial years; and the yield was small, being 1 qr. per acre less than the general average. Taking the yield of all the years with a rainfall above the average, the result is low, being 2·62 qrs. per acre; taking the yield of all the years with a rainfall below the average, the result gives 4 qrs. per acre.

The last is the best test, for the wider the basis the more the disturbing causes which affect the result in individual cases are eliminated. Considering the variety of causes which affect the result of good or bad crops, I think the Table stands fairly well the application of the first canon of Mr. Mill's experimental methods. There are one or two exceptions, but they admit of explanation by reference to the monthly rainfall. The year 1872 had a very heavy rainfall, with a yield slightly above the average, but the seed time in 1871 was favourable, and the rain fell in excess in 1872, mainly in July and again at the latter end of the year, after the corn was gathered. This excess at the end of 1872, coming at the wheat seed time, explains why 1873, with a small rainfall, has a deficiency of yield.

For the sake of comparison, and to show the effect on the farmers' position of low yield and low price combined, I

will take four years from a comparatively dry cycle, and four years from a wet one, with the prices of their respective periods :—

Years.	Average annual Rainfall. Inches.	Average Yield per Acre. Qrs.	Value per Acre. £	s.	d.
1868 to 1871	24·4	3·85	10	7	3
1875 to 1878	29·6	2·61	6	6	7
Difference - -		1·4	£4	0	8

There is a difference in the two periods—in yield, of 1¼ quarters per acre; and in value, about £4 per acre. But it may be said that comparing a wet cycle with a favourable cycle is rather exaggerating the case, and therefore comparing an average yield based on a long course of years, at the price fixed by the Tithe Commutation Act (which forms such a commonly adopted basis) with the years 1875 to 1878, the result is as follows :—

	Yield per Acre. Qrs.		Value per Acre. £.	s.	d.
Average yield for 17 years	3·38	at 56*s.*	9	16	0
1875 to 1878 „ „	2·61	as above	6	6	7
	0·77		£3	9	5

This shows a difference in yield of nearly a quarter per acre, and in value of £3 9*s.* per acre. This loss of from £3 to £4, and in many cases it has been much more, maintained for five years in succession, is in itself sufficient to explain a good deal of depression.

With reference to barley I will not go into further detail than stating the average yield per acre on the same land referred to in the case of wheat :—

Years.	Yield per Acre. Qrs.	Value per Acre. £ s. d.
1862 to 1867 both inclusive - -	4·90 at 35*s.*	8 11 6
1875 to 1878 both inclusive - -	3·77 at 30*s.*	5 13 0
Difference -	1·13	£2 18 6

The last four years shows a deficiency in yield of 1·13 qrs. per acre, and £2 18*s.* 6*d.* per acre in value. We are now able to see, so far as wheat and barley are concerned, the effect of the succession of bad seasons on the Keuper marls, where the land has been well cultivated and well manured, as is the case on the farms from whence the foregoing figures are obtained. There are very many farms, as many of our Members may know, in the Midlands, where 1½ qrs. of wheat per acre, and no larger yield of barley, is nearer the fact than the figures quoted.

If we take a farm of 700 acres, comprising 200 acres of grass and 500 acres of arable land, and assume the rent to be 30*s.* per acre, or £1,050 per annum; with the average yield of a long series of years at the prices of the Tithe Commutation Act for wheat, and 35*s.* per quarter for barley (about the 10 per cent. increase on the Tithe Commutation price, which Mr. Caird, C.B., says has taken place), this farm would pay rent and 8 per cent. on the tenant's capital.

This is no violent assumption, but is the basis upon which rents are generally fixed. If we take the tenant's capital at £8 per acre, it would give £5,600, and the interest upon this would be, at 8 per cent., £448 per annum. What then, judging from the foregoing facts has been the effect of the last five years of bad seasons?

	£	s.	d.	£	s.	d.
100 acres of wheat, deficient in value per acre . .	3	9	0 =	345	0	0
100 acres of barley, deficient in value per acre . .	2	18	0 =	290	0	0
				£635	0	0

This loss of £635 for five years in succession is a loss of £3,175, or, to put it in another way, a total loss of interest on capital for 5 years, and, in addition, a capital loss of £935. This is no exaggerated case. The deficiency per acre is from actual facts. The assumed case to which they are applied is a fair example. When we add to this in 1879 the temporary depreciation in the price of stock and wool, and the loss, through the effect of the wet, of artificial manures applied, and consider that over all the strong land arable farms of the country some such result as the above has taken place, the general depression in English agriculture is fairly and, I think, fully explained.

2.—As to Prices.

The Parliamentary Return moved for by Mr. Foljambe, M.P., fully bears out the statement in our President's Address, that up to the end of 1878 "the only articles of agricultural produce which had seriously fallen in price were wheat and cheese." As the prices in the Parliamentary Return may include foreign wheat, I have tested the yearly average with the yearly average we have realized since 1868. I find that, up to 1874, we realised 2*s.* to 3*s.* per quarter more, and, from 1875 to 1879, about 1*s.* to 2*s.* per quarter less than the return shows; this the wet harvests of the last few years would account for. From 1868 to 1874, the yearly average was 56*s.* per quarter, and from 1875 to 1879, it was 46*s.* per quarter.

The price of stock is a more difficult question, and one certain to give opportunity for much discussion.

During the autumn of 1879, there was a great fall in the price of most descriptions of stock, particularly of breeding and store stock, but the reason for this seems to me plain, and relieves any anxiety as to future prices. Farmers were short of money; their corn was not in a condition to thrash, and the sale of stock was the readiest and almost the only way of realizing money. The turnip crop over a large area was deficient, and sheep have had to be sold, where they would otherwise have been kept, and those farmers who usually buy have not bought so largely.

It must be borne in mind, too, that the division of profit between the breeder and the grazier is one with which we are not now concerned. If the grazier has to give a high price, the breeder receives a high price. What we are now concerned with is, what farmers, as a class, get from the general public as consumers? The price of fat beef, with regard to beasts, is therefore the best test. No description of stock is kept for ornament, and all sooner or later come to the butcher.

From Mr. Foljambe's return we find, both with regard to beasts and sheep, that the average prices for the last few years, have been as much as in preceding years. Though there has been a decline in 1879, we have no reason for supposing that it is more than one of those ordinary fluctuations to which all trades are exposed. As Lord Macaulay says, "anyone watching the receding wave may be misled, and imagine for a moment that the tide itself is receding."

With regard to wool, the Parliamentary Return is very incomplete, but I have a record of our own prices for nearly 30 years, and, judging from it, there seems no reason to

doubt that the low prices of the last three or four years have resulted from the depression of trade, which has affected other countries quite as much as ourselves.

That depression is passing away, and wool has risen about 25 per cent. from its lowest price.

From 1850 to 1860 our prices averaged 33*s.* 0*d.* per tod.
„ 1861 to 1870 „ „ 51*s.* 0*d.* „
„ 1871 to 1879 „ „ 45*s.* 7*d.* „

The average of the last four years alone is lower, being 34*s.* 6*d.* per tod.

Of course we cannot expect a return to the prices which were caused by the American Civil War; but in the early years of the present decade, when trade was flourishing, we had satisfactory prices, and, when prosperity returns again to the trade of this country, I have heard no reason advanced why the price of wool should not increase again. The price, though low this past year, was little better from 1850 to 1860; and, except in 1879, we have had no reason to complain of the price for the past 20 years.

With regard to the price of milk, Mr. Foljambe's return shows a steady increase for the last 20 years; and with a population like ours, increasing at the rate of about 1,000 a day, there is every reason to suppose the price of milk will increase. There are, of course, temporary fluctuations, but the general tendency, as shown by the return, is to increase in price.

3.—As to Labour.

The increased cost of labour is one cause which is often advanced in explaining the decreasing profits of farming. If we consider the cost of labour to mean its price, coupled with its efficiency, there is no doubt that the cost of labour has increased, and seems increasing. Farm labour is not so efficient as it used to be, partly owing to a decreasing

interest in the work on the part of the labourer, and partly owing to the emigration of the most active young men to the towns. The decrease in the efficiency of the labourer it is impossible to exactly estimate, but the element of price it is possible to estimate pretty accurately.

In discussing the subject with farmers they appeal to the 10*s.* a week, which they paid 20 years ago, and compare this with the 15*s.* or 16*s.* a week, which they have to pay now, the inference being that labour upon a farm has increased 50 per cent. They take no account of the advantages we have derived from the use of steam power, the inventions of the mechanicians, and the multiplication of labour-saving machines upon farms generally. I have examined our farm accounts, dealing with 815 acres of land in Notts, for the last 20 years, and do not find the increase which is generally imagined. From 1872 to 1875, there was an increase in the total price paid for annual labour, but the annual amount paid from that date has returned to nearly the old level. The increase during the years alluded to, when prices were generally inflated, was about 8 per cent. I should be glad to show the details to any Member, and the total amount includes everything relating to manual labour on the farms. The reason no doubt is, that the economy resulting from the use of machines has nearly balanced the increase in the price of the manual labour.

4.—As to Rates.

The increase in Parochial Rates is also generally mentioned in connection with this subject. In many districts these have, no doubt, considerably increased of late years. In parishes subject to local boards, what with district rates, ordinary poor rates, and education rates, the amount is very

serious, and, the charge falling primarily on the occupier, is a cause of diminished profit—especially to a lessee.

In thoroughly rural parishes, too, if included in populous unions, the rates have increased to an appreciable extent, but in the bulk of rural parishes in rural unions, the rates have not increased in the last ten years to the extent that is sometimes imagined.

In parishes where turnpike trusts have terminated, and the roads have been thrown upon those parishes, there has often been a very serious increase. As under the new "Highway Act" parishes are rated, not in proportion to their extent of roads, but in proportion to their rateable value; and the whole cost of the roads within the highway district being charged rateably over the district, there is an increase of highway rates in some parishes and a decrease in others. But a re-apportionment of rates is not an increase of rates. What one parish loses another gains. In my own parish the rates, including poor rate, highway rate, and county rate have not increased at all in the last ten years. There will, however, be a slight increase as a result of the "Highway Act," which came into force last year.

5.—American Competition.

American competition is, no doubt, a serious matter, and we must adapt our farming to it; but I do not think it will prove utterly ruinous, as many farmers imagine. The subject seems to fascinate some men, and they deal with millions of acres and millions of cattle as freely as writers on "Pre-historic Man," Geologists, and Evolutionists do with millions of years. The figures are so enormous, that the powers of calculation and comparison seem lost in amazement.

Corn is a bulky article; its freight in ordinary years would cost far more than at present, and America cannot

always expect such harvests as she has lately enjoyed. The yield in average seasons is very poor—10 to 12 bushels per acre—and Mr. Pell is reported to have said that he finds the land very full of weeds, and as many rabbits in Manitoba as stones. Railways are being made, and fresh districts opened out, no doubt, but for a farm a few miles from the line, bad roads must make the carriage a difficulty. Population in England and America is rapidly increasing. We shall ourselves want at least 250,000 more quarters for consumption next year, as compared with this, from somewhere.

On the whole American question I, for one, suspend my judgment, and wait for further information. We are told, indeed, that by opening up the practically illimitable West, the English farmer must be ruined. We were told before the introduction of railways that the breed of horses would soon become extinct: probably the one prophecy is as correct as the other. What American competition will do is one thing, what it has done is another.

As to wheat, I have given the value per acre, derived from an average yield based on a long series of years in a particular parish, at the price fixed by the Tithe Commutation Act, and have compared this with the actual yield of the last four years, 1875 to 1878, at the prices obtained; and the difference was about £3 9*s.* per acre. Now how much of this resulted from American competition? It appears to me to be approximately capable of measurement, as the following Table will show:—

	£	*s.*	*d.*
Average yield at Tithe Commutation price, viz., 3½ qrs. at 56*s.* per qr. -	9	16	0
Actual yield at the same price - -	7	0	0
	£2	16	0

Out of the £3 9*s.* then, £2 16*s.* represents deficiency of yield, and about 13*s.* per acre is left for American competition, if

we assume that the lower range of prices is entirely due to it, but the damaged sample of our own home crop represents a large share. But apart from this, American competition would only represent 25 per cent. of the losses on wheat land. In other words, three-quarters of the loss was the result of deficient yield, and one-quarter a lower range of prices from various causes, one of which is American competition.

Among the causes brought forward which I submit are false causes I would class—1. Absence of peasant proprietors. 2. Difficulties in the transfer of land. 3. Primogeniture. 4. Entails. 5. Law of distress. 6. Restrictive covenants. 7. Absence of leases. 8. Farmers' extravagance.

The agricultural question is one of much public interest: it is a great opportunity for land reformers to make what capital they can out of the present depression. Each has his own hobby. One laments the absence of peasant proprietors; another would abolish primogeniture, settlement, and entail; a third advocates security of tenure; and others, taking refuge in a delicious vagueness, would deliver us from the relics of the feudal system. None of these would expressly connect these subjects with our present depression, but, by introducing them in connection with it, they lead inexact thinkers among the general public to assume that there is a connection of cause and effect to some extent.

It is my firm conviction that these subjects are utterly irrelevant. All these disadvantages, if disadvantages they be, have existed for years, and the depression in agriculture has of late years been rapidly increasing. A stationary cause, and an increasing effect! I leave it to logicians and scientific men to estimate the value of the connection.

1. *As to the Peasant Proprietor.*—Whatever be the advantage of the peasant proprietors on the Continent, they are out of place in England. With half our population depending on foreign supply for food, the necessities of

England exaggerate the value of production of food, as compared with distribution of wealth. The greatest amount at the least cost is our want. Mr. JENKINS has effectually disposed of the question of English *versus* Flemish farms in the production of wheat, and, although, as to stock, M. DE LAVELEYE compares Flanders with its 55 head of stock per 100 hectares with 33 in England, yet, adding the excess of sheep in England as compared with Flanders at the rate often adopted of 8 sheep to 1 beast, would bring England to 57 head of stock per 100 acres, as compared with 55 for Flanders. There is no proof that the gross produce is greater in the case of peasant properties, which renders ineffective Mr. MILL's ingenious defence of them. Peasant properties have their advantages. They encourage industry and thrift: this is unquestionable, and is patent to all who know them. They are said to have a tendency to limit population. Mr. MILL admires this tendency. France is quoted with its increasing capital and stationary state as to population; but even Mr. MILL admits, in his chapter on peasant properties, that Belgium, where they are common, has a rapidly increasing population. In Prussia, Mr. GASKELL reports that small properties are to large as 10 to 1, and Prussia has a rapidly increasing population.

The inference as to the connection of a stationary population and peasant properties is, I think, drawn from too few instances. People generally compare England and France alone—England, with its large properties, having an excess of birth-rate over death-rate of about 12.7 per 1,000, and France with its small properties an excess of birth-rate over death-rate of only 1·9 per 1,000. On such a narrow basis comparisons are extremely fallacious; the method is radically vicious, and the result untrustworthy. But if such were the result, we, who manufacture for the world, and possess such enormous territories in Canada, Australia, and

New Zealand, as a heritage for our children, do not want a stationary population. The circumstances are altogether different.

But if we had our peasant proprietor, how do we propose to keep him? The English yeoman, the Cumberland "statesman," have largely yielded to the force of circumstances and are yearly disappearing. The causes of their disappearance are perfectly patent to those who know modern rural life. Advocates of peasant properties seem to have an idea that an Act of Parliament could create such a class or can keep it existing. To create it may be possible, but to preserve it, unless the conditions of English civilization are altered, is impossible. If circumstances favoured the existence of such a class, it would have grown, not decreased; for it recently existed to a large extent. Why did it die away? For the reasons that would destroy it if artificially created. As Mr. Caird says, "a class of peasant proprietors in this country would soon become impossible under the temptation of the high prices at which wealthy men are anxious to obtain land."

But why are peasant proprietors wanted? The greatest weight of evidence goes to show that the English system produces a larger supply of bread and meat—the staple foods—than the French and the Flemish systems, and produce for our manufacturing population is what we require. But whether peasant proprietors are an advantage or not has nothing to do with the existing agricultural depression. The sun shines and the rain falls on the peasant and on the squire; and the weather, caring nothing for political ideas, would not have spared the peasant proprietor. If there ever were a season which proved the advantage of a class of large landowners it is the present. The reasons are obvious to the most unreflecting.

The causes of the disappearance of the English yeoman

(the representative of the peasant proprietor) have been over and over again forcibly put by many authorities in rural matters, and the cogency of their arguments has been substantiated by the best authority—that is by the peasant proprietor himself. If his admirers have their way, and create him on a large scale, he will, from that moment, try to disappear unless the economic forces now existing in England are reversed in their operation. We who live in the country test these theories by applying them to our own townships. If the one in which I live were divided into 10-acre peasant farms, there would have to be a population twice the amount of that existing, solely engaged in cultivating the land. They would have to be very successful to feed twice as many mouths, and have as much to export, as we do, for the support of neighbouring manufacturing populations. As I have said before, the objective point of English agriculture is quite different from that of the Continent.

With reference to the subject of entails, primogeniture, transfer of land, and kindred matters, they are all important and interesting, but have no bearing on the present depression. If those who bring them before the public could have their way, they would find, to their amazement perhaps, that the object they had in view was not even approached.

2. *As to the Transfer of Land.*—If land were transferred more cheaply, and in a more simple manner, it would not go into the hands of small owners more than it does now. Land, like everything else, goes to the man who will pay most for it. There is perfect freedom now, there could be no more then. The reduction of the friction of transfer, if I may so express the cost of transfer, would result in a gain to the buyer and seller; but why should it tend to change, as is often assumed, the class from which the buyer is drawn? He gives now the value of the land, plus the cost

of transfer. He would as readily give the whole amount for the land.

Land may have temporarily declined in value, when people force it into a market with a weak demand, but that land which is a fixed quantity in a country that has a population increasing at the rate of 1,000 a day, and a saving of capital increasing at the rate of £150,000,000 annually, should permanently decrease in value, seems impossible, and the more land increases in price, the more its ownership becomes a luxury for the rich.

The markets for our agriculture, and the value of land, hang upon our manufacturing supremacy; and till this is lost, and trade and population permanently decline, we need have no great anxiety as to the future.

3. *Primogeniture.*—Primogeniture seems to me a small matter. A man is free now to make a will, and the law only applies in the case of intestacy, which has been reckoned at 2 per cent. of the land that changes hands. It is custom and feeling which governs when the law is silent, and if men are to have freedom in such matters, they must be allowed to use it. When the feeling on the subject changes, the custom will change. The feeling is not confined to England. All people have not the passion for equality that the French have. Although the "Code Napoléon" is in force in Rhenish Prussia, M. de Laveleye states that "in Germany law and custom alike has been opposed to division of farms." "In Bavaria the land is in the hands of wealthy peasants who leave their farm to one son, to others only a pittance." Primogeniture it may not be, but the result is the same in these Teutonic lands—the land is left to one son, and its sub-division provided against.

4. *As to Entails, &c.*—Entails are a very important subject in themselves, but their bearing on the present question is, I think, very limited. There are so many statutes enabling owners of limited interests to borrow

money for improvements, charging it on the land, that it must be difficult to imagine, even for those who wish to do so, that the present depression is exaggerated to any extent on entailed estates. If the interest charged by improvement companies be objected to, the Land Act of 1864 enables a man to borrow from his banker, or from himself (from his personality), and charge it upon his estate. We have nothing to do with the political aspects of entails, but only with their economical aspect.

As to those who would deliver us from the feudal system, I was under the impression that we had long ago been practically delivered. I have always thought the statute passed in Charles the Second's reign abolished knight service and other incidents of feudal tenure. Perhaps copyholds are referred to, and if so, the Copyhold Act gives opportunity of enfranchisement. Perhaps entails are referred to, and if this be the case, it were best to say so. To talk about the feudal system brings visions of haughty barons and tyrannical oppression. It is like calling a man a heretic if you differ from his theology. It casts a stigma, but like all excess of statement it defeats its own object and causes a reaction when the real facts are known.

5. *Law of Distress.*—As to the law of distress, it is a point for the political agriculturist, but the farmer does not really suffer from it. As our PRESIDENT has shown, if it did not exist, rent would be collected punctually each quarter day. Now, three and six months' credit is given and in bad times and even in ordinary times, in individual cases, much longer credit is given. The tenant has a loan of the amount of rent for the term of delayed payment without payment of interest. The advantage of this is patent to all. I can understand the tradesmen and the artificial manure merchant objecting to the law of distress, but I have never heard the objection come from the tenant farmer.

6. *Restrictive Covenants.*—Antiquated and obstructive covenants have no friends in land-agents, who are prepared to advise in favour of a good tenant everything that is liberal in this respect, consistently with the continued fertility of the soil. It would be no gain to the agriculture of England if bad tenants had full license to exhaust the soil by overcropping for their own benefit, and then for them to give up land foul with weeds and poor with excessive cropping without manuring, to be brought into good heart by the successor.

7. *Security of Tenure.*—As to leases, I know few tenants in our neighbourhood who would now take one. Security of capital invested in farming by a fair tenant right is desirable, but the ordinary yearly tenancy can provide this, and yearly tenancies have enabled the tenant to throw immediately upon the landlord the result of bad times. A leaseholder might be in a different position. In no country is there a more liberal tenant right and a greater security for capital invested in farming than in Lincolnshire, and farmers there have suffered most severely, which clearly shows that security of capital invested in farming has not prevented the depression reaching them, and, conversely, that absence of tenant right is no explanation of agricultural distress.

8. *Personal Extravagance.*—The falsest of causes assigned is, that the farmers have brought their difficulties upon themselves by extravagance. Now, that there are members of the farming class who have done this is undoubted, but this is not peculiar to the farming class; and the cases are fewer than in other classes in this respect. There are too many individuals in all classes who, instead of walking firmly on their feet, are, as it were, craning their necks and standing on tiptoe, with the object of appearing as tall as some one else who is naturally taller. This is a terrible curse of modern life, a disease which

affects all classes, and the farmers ought not alone to be blamed. The hunting, champagne-drinking farmer exists but in small proportions to the bulk of his class. When the average size of farms in England is considered, there cannot be much doubt of this. I think the farmer may not have been so well seconded in his efforts by the female portion of his household as formerly, and that the minor products of agriculture might be increased with advantage. The enormous importation of eggs from France is a disgrace. Of course it is very satisfactory to human nature to point out that misfortunes result from a man's own conduct, when we ourselves are not in question.

What then is the result of a review of the question? I have touched upon what I deem the real causes, more or less, of the depression, and it appears to me, from an examination of them, that we may throw out to a great extent everything save the succession of ungenial seasons; and that the long continuance of these is a most potent cause of the great distress amongst farmers.

One bad season is easily recovered, but a succession of five of them is a terrible fact, from the effects of which we shall not soon recover. The present generation of farmers has lost its capital to a serious extent, and many will be crippled for life in this respect.

We have had very bad seasons. The Americans have had very good ones, and importations from their abundance have, fortunately for the country, met our scanty and damaged supply. The conjunction of low yield with low price, is the real root of the evil.

Although there has been a tendency to lower prices of stock of late years, we cannot advance that as explaining our difficulties, with good beef never lower than 9*s.* a stone, and now nearer 10*s.* 6*d.* a stone. It is not, of course, so good as the 11*s.* we received a few years ago, but still it is a price not to be put forward as the source of

farming difficulties. For the reasons I have mentioned, I neglect the fall in breeding stock and lambs which has lately taken place. The fluctuations within the agricultural class itself are quite a different thing from what we are considering. We cannot complain that farming does not pay because the general public does not give enough for meat. We cannot say we are ruined by American competition in meat, as long as we get 9*s.* a stone.

Wool has been very low this year, but it has been as low before, but the average of the last ten years has been with us 45*s.* 6*d.* per tod, which is a price of which we cannot complain.

There seems no mystery as to the causes of our depression. At the commencement of 1879 farmers had struggled through four very bad seasons. They were like troops almost overborne in an unequal conflict,—exhausted, and partially demoralized. They are now, after this last calamitous season, like troops after a crushing defeat, and there might be a panic.

The year 1879 brought a host of disasters. There has been much rain, and little sun. Over a large area the wheat crop was a failure, the barley crop a failure, the root crops deficient in quality and quantity. At the same time there was a fall in prices, more or less, in all descriptions of agricultural produce. Low yield and low prices, singly, are powerful enemies to the farmer, but when they combine, as they have done this last year, after a long succession of bad years, he must suffer a grievous defeat. But there is no reason to assume that good years will not return, or that good seasons will always exist on the American Continent, and bad seasons in Europe. For at least 4,000 years past, we have records of seasons of drought, and seasons of flood. We are better off than the Egyptians, after their seven years of famine. It may be that all classes have failed to make the same good use as Joseph of the seven

years of plenty. "To-morrow will be as to-day, and even more abundant," is too common a failing. And as to prices, trade in every department is tending to recovery. The revival came from America, and why? America has had three or four abundant harvests, with 10 or 11 per cent. over the average yield. A good grain harvest, as has been well said, "pours millions sterling from the heaven's into the earth's treasury." It is a gift from Providence to man, and so closely are human interests interwoven, that a gift to one acts indirectly on all.

Every discovery of science, every step of progress man makes, tends to increase the community of interests. Some people reason as if America was always to have good harvests, but she is as subject as ourselves to fluctuations, and scarcity and plenty are dealt out now to one nation and now to another. Wealth as well as power comes from above.

After deciding approximately what are the causes of our present depression, it may be objected that American competition, if not a new cause, is a constantly increasing one, the effect of which no past experience can help us to measure. We may be standing at a turning point in English agriculture.

The illimitable acres and herds of the West are being, by the spread of railways, brought daily into nearer communication with our markets, and some are of opinion that we are not passing through a temporary crisis (though a prolonged and severe one) but are on the threshold of great and permanent changes through the entrance of America, in force, into the English markets. No one can foresee the future, but corn and cattle are bulky articles of carriage, and when freights advance in Atlantic steamers and on American railways—as they will with returning trade—we shall have a better natural protection. As to corn, this natural protection equals our rent, and as to meat, Mr. Caird,

quoting a letter from the *Scotsman*, says the best beef in New York is seldom less than 7*d.* per lb., and cannot be sold wholesale in this country at a profit much under 8*d.* per lb., or over 9*s.* a stone.

Of course any observations upon the existing depression must need those qualifications which all observations require, and must be applied to those circumstances alone to which they refer, and not to an entirely different set of circumstances. There are districts that have not suffered. There are individuals that have not suffered. I have heard people deny the reality of the depression on such grounds. This is as logical as to deny that a disease is decimating a town because this, that, and the other man are in their usual health, and certain suburbs are unaffected.

I have endeavoured to show that our depression is mainly owing to bad seasons, and that increased cost of labour and increased rates, and more especially the general fall in prices, consequent upon stagnation of trade, have partially contributed to the result. I have expressed an opinion that neither primogeniture, entails, law of distress, insecurity of capital expended in farming, nor the relics of the feudal system (whatever that phrase may mean), are relevant to the point at issue. They have existed during the good times, as well as during the bad. They are, therefore, not the cause of our difficulties. I do not see that the peasant proprietors would have helped us: on the contrary, they would have had no wealthy landlord to help them in these days of trouble, and they would have lost their capital just as the tenant farmers have done. If it be supposed that peasant proprietors are never in debt and difficulties, and that they are exempt from all such contingencies incident to humanity, it must be remembered that the capital invested in mortgage of real estate in France is 500 millions sterling, and that Professor Rogers states that the peasant proprietors of France and Belgium are considerably indebted. Why

should we suppose the English peasant proprietors should not be so also? As a matter of fact, we know that the few representatives of the class in this country are generally in debt and always in difficulties.

I have confined myself to the question of the causes (real or assumed), of the existing depression, and before concluding, must refer to the question of how best to help the present tenant farmers to tide over the difficulty,—one most important question for both landowners and tenants. Although good years will return, it will be a hard struggle for many farmers to wait for them. As a general principle, no landowner should let a good tenant go if he can help it, and should meet him, in every reasonable way, with patience and with money, depending upon the circumstances of his farm, and landowners are, as a body, exhibiting every desire to do this. However great the strain, nothing has in this country, as yet, disturbed the existing good feeling and mutual confidence of landlord and tenant, and if they continue to work in harmony, we shall, though not without patience and sacrifice on both sides, in due time see better days.

Mr. W. Brown (Member) had much pleasure in proposing a vote of thanks to Mr. Huskinson for his very able and exhaustive Paper, which would, no doubt, be adequately discussed at a future Meeting, after the Members had read and considered it with the care which the importance of the subject demanded. On this occasion his observations would be very few and brief.

He thought that the author was right in ascribing to the unfavourable nature of the seasons most of the depression under which agriculture was suffering.

The Agricultural Holdings Act was casually referred to in the Paper. Many persons at the present time were desirous that the Act should be made compulsory. He

might mention that the Act had been adopted on many of the properties for which his firm was concerned, and he, personally, had no objection to its adoption, providing it could be made to apply equally to both parties. At present, if an outgoing tenant made no claim for compensation the landlord, on his part, could make none in respect of waste or dilapidations. He would be glad to see the Act so amended as to afford a simple and easy means of dealing with the rights and claims of landlords as well as of outgoing tenants.

Last October his firm issued a circular letter to the tenants on the estates for which they acted, asking for particulars as to the average yield of their farms, the prices they had made, and any other information which would enable them to represent the true facts of the case to their respective clients, for consideration. By these means data to go upon were obtained—something like sixty answers having been received in reply to the circular—and some of the replies revealed the great extent of the losses to which the tenants had been subjected in the course of the last three or four years.*

It might be useful if he mentioned a few facts which had come under his notice. He had recently been requested by a gentleman to obtain certain information likely to be afforded by farmers' accounts. He need hardly say that, whatever else he might be noted for, the farmer was not distinguished for the accuracy of his book-keeping. It so happened, however, that he met with one man who had kept really good accounts, and found, to his surprise, that he had even kept a register of the weather, day by day, since the year 1836. This tenant was a good and economical farmer, but his losses last year, taken from his own books,

* Mr. Brown handed in a copy of the circular referred to and read an answer as a specimen from one of the tenants.

were over £300, without counting interest on his capital, or allowing anything for his personal services, whereas he should have gained an equal amount.

In another case, on a very useful farm, the loss, allowing for interest, was £400 instead of a profit of nearly equal amount. Losses, other than on corn and hay, had not been referred to by Mr. Huskinson, but they were of very serious consequence, especially in the vale of Aylesbury near where he resided. The losses from rotten sheep, for instance, were almost beyond belief. As lately as last week, a brother of one of his tenants who had sheep valued at £900, had been obliged to get rid of them for £150, owing to rot. Another tenant had told him, within the last week, that he had 100 of the finest ewes that anyone could desire to possess, and that within a fortnight he discovered that they were all rotten, and he was selling them for what people chose to give for them. Another and most serious form of loss not alluded to by Mr. Huskinson, was the failure of the root crop. In the district in which he resided it would amount to a half of the crop, and as the root crop was considered the foundation of all good farming, its failure would influence farming for a year or two at all events.

Another and most important point, not referred to by the author, was the inferior quality of the corn. Whilst the Americans were exporting to this country, from their excellent harvests, the best of wheat and barley—and barley was purchased for malting purposes, to a great extent—we, on the contrary, could hardly produce a good sample. The weight of wheat as sold now was to represent 62 lbs. to the bushel, but he was informed last week by a large purchaser of corn that to make up 62 lbs. per bushel they had to put in an extra 5, 6, or 7 lbs.—a loss which affected the averages to the extent of at least 10 per cent. While on this subject, he might refer to a question which he alluded to elsewhere, namely, the corn averages. He was,

himself, a tithe-owner, and was in a position to say that during the last few years the increase in the averages of corn had paid the rates and taxes on his tithe. He had ascertained, from the farmer he had before alluded to, the actual facts with regard to the prices for all kinds of bad or offal corn not brought into account of sales which formed the usual averages, and he found in this case that the difference between the Imperial averages and the prices which he made out of his corn, including what he used and ground, was 10 per cent. This showed very clearly that if the averages were properly taken, a hundred and nine pounds this year would not represent more than one hundred pounds. He thought, therefore, that the sooner this injustice was remedied, and a hundred pounds was taken as a hundred pounds, the better.

It was not his experience that Poor Rates, taking the country districts generally, had much increased; but there were special rates which had been fastened on the farmer, and which he did not originally contemplate paying, one of them being the School Board Rate. In a valuable Paper lately read by Mr. Phipps (the Chairman of the Farmers' Club, in the absence of Mr. Read), this fact had been brought out in a very striking manner, for though some parishes in England had been paying small sums in the pound for Board Schools, instances were given where as much as from 2*s.* to 2*s.* 6*d.* in the pound had been paid—a very serious amount for the farmer to be called upon to pay. He (Mr. Brown) happened to be Chairman of the Local Board of his district, and he observed that the Sanitary Rate was increasing very rapidly, while there was an almost total absence of information to guide them in the expenditure on sewage and drainage works. One parish drained one way and one another, and a vast amount of money was spent unnecessarily for want of the knowledge of the right way of going to work. He could not help thinking that

the School Board Rate ought to be a charge on the National Exchequer, and should not fall, as it did, chiefly on the landed interest.

As to American competition, he was not so sanguine as Mr. Huskinson, who seemed to believe that the difference in freight would be a sufficient protection under ordinary circumstances—a view he did not share.

As to the law of distress, Mr. James Howard, the late Member for Bedford, had contended that the landlord should stand in the same position as other creditors, and that the law of distress should be entirely abolished. But if this happened, was it likely that landlords would give the credit to their tenants which they now gave them, and allow them to get half a year or more into arrear with their rent? He admitted, however, that there should be some limit—say a year—after which the landlord should come in as an ordinary creditor.

All matters connected with the transfer of land, so far as legal hindrances were concerned, could be dealt with by Act of Parliament; but as regarded its possession, the men with the most money would have it, and peasant proprietors would be bought up in no time.

Mr. C. G. Grey (Member), begged to second the vote of thanks. He inferred that the subject was one likely to give rise to many differences of opinion when it came on for discussion at the next Meeting. Many of the most experienced of the Members would then, no doubt, give the Institution the benefit of their views on this important question. The discussion would, he believed, go to prove that land-agents, as a class, were sincerely desirous of acting impartially between landlords and tenants, not only because it was right and just to do so, but because it must be obvious to them or any other intelligent body of men that the interest of the tenant farmer was the interest of the country, that his

prosperity meant the prosperity of other classes also—and certainly of the landlords.

The only objection he could make to Mr. Huskinson's Paper was that there was so little in it to find fault with, the opinions expressed by the author being almost identical with those he had himself entertained on this subject for some months past. There was no doubt whatever, in his mind, that bad seasons had been the proximate and principal cause of the present agricultural depression. The season of 1879 was the last straw, but there had, of course, been other causes leading up to it, such as the increase in the price of labour—an increase greater in many districts than in those referred to by Mr. Huskinson.

In one instance within his experience, when coal was rising so rapidly in price some years ago, the actual money payments on some farms increased £500 in two years. On another farm with which he was acquainted, the rates during the run of the lease increased from £20 to £120 a year. These were all elements in the existing depression. They were burdens, however, which were, though with some impatience, borne for a time, and as long as the farmer could get on at all; but when, on the top of this, there came a succession of terrible seasons, the farmers found that they were actually losing their capital, and that ruin was staring them in the face.

These and many other points of the kind would, no doubt, be done full justice to in the course of the future discussion, for which he proposed to reserve, with the permission of the Meeting, the further remarks he would like to have made.

Mr. T. Smith-Woolley (Vice-President) then moved the adjournment of the debate to the next Meeting, which was agreed to.

The Meeting then adjourned.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, February 2nd, 1880.

EDWARD RYDE (VICE-PRESIDENT) IN THE CHAIR.

The discussion on the Paper, read by Mr. W. L. Huskinson at the last Meeting, entitled, "The Present Depression in English Agriculture: its Real and Assumed Causes," was resumed by—

Mr. T. Smith-Woolley (Vice-President), who said that all would agree that the Paper under discussion was an extremely valuable contribution to the "Transactions" of the Institution. It was, perhaps, to some extent overshadowed by the Presidential Address, and some of the arguments had been anticipated, but it was curious to observe how remarkably the two Papers corroborated each other, and how close an identity existed between conclusions arrived at by such different roads. Highly, however, as he thought of the Paper as a whole, there were a few points in it with which he was not entirely prepared to agree. For instance, the author's treatment of the question of labour struck him as rather misleading. He did not, of course, question the trustworthiness of the statistics given by Mr. Huskinson, so far as they related to particular farms, but, taking at random any average farm in the kingdom for, say, the last twenty years, on which there had been expended, year by year, the same amount of

labour, whether manual or mechanical, it would be found, he was certain, that the cost of labour during the last ten years of the term greatly exceeded the cost for the previous ten years. He was not prepared, at the moment, with statistics in confirmation of this view, but his opinion would, he believed, be borne out by the experience of most persons possessing practical knowledge of the subject.

The author's observation, on page 147, that "the division of profit between the breeder and the grazier is one with which we are not now concerned," was true, no doubt, in a certain sense, considered from the public as distinguished from the agricultural point of view. It did not matter much to the general community that one class of producers was losing and another gaining; no loss, on the whole, resulting to the people at large. Land-agents, however, had unfortunately to deal, not with questions of average profit and loss, but with questions of profit and loss over particular areas.

These, however, were points to which he made mere passing allusion. The main thesis of his remarks would be the prospects of farming in view of the existing American competition. He had a strong conviction that, so far as the poorest class of clay lands was concerned, the prospect was one of the most serious kind. As regarded the better lands—those letting at from 32*s.* an acre upwards—things would, he believed, find their level, and prosperity would in some measure return in due time. But, looking to the prospect over so large a breadth of the heavier lands, it became Surveyors, representing the owners of land, to look the matter fairly in the face and recommend their clients to set their houses in order and be prepared for what might come. It was better, at any rate, to be over cautious than over sanguine, and "Doubting Castle" was, after all, a safer habitation than the "Paradise of Fools." His own impres-

sion was that hereafter the price of wheat was likely to rise no higher than 44*s.* or 45*s.* a quarter, leaving out of consideration strong disturbing causes, such as war with America, or the conceivable loss of our maritime supremacy —prospects not be dwelt upon.

He was not losing sight of the fact that, year by year, the tendency of the consumption in America must be to overtake the natural produce; and in the course of a generation or so America would not, perhaps, be able to export corn at competitive prices; but, taking it for granted that the price would not exceed 44*s.* or 45*s.* per quarter (and some thought it would be much less), he was at a loss to see how some of the worst of the clay lands of this country were to be maintained altogether in cultivation. He referred to the class of clay lands, rented at from about 18*s.* to 23*s.* an acre, comprised within the districts respecting which he could speak from personal knowledge. Some of these lands could not be kept in cultivation with wheat at this price, taking into account, moreover, the dismal condition to which they were reduced at present, and the comparative absence of the capital necessary for their proper cultivation. To be sure, a friend of his, who had been practically engaged for twenty years or more in farming clay land (and satisfactorily so far as profit was concerned) believed that, by means of steam cultivation and intelligent husbandry, he could still make it profitable, even with wheat at such a price; but, unfortunately, he appeared to stand almost alone in that opinion. Tenants applying for farms were now particular in inquiring whether the farms were strong land or not; and there was great difficulty in persuading them to take land of the kind at all. Rightly or wrongly, this was the prevailing sentiment among farmers, and it was necessary to recognize the fact and lay their account with it.

There was a point with reference to which a wrong

impression, he thought, prevailed. No one was more convinced than he that the present depression arose in no inconsiderable degree from the absence of produce, owing to the disastrous seasons; but it was certainly not the fact that years of great produce were always years of profit. In the course of his reading he recently came across an extract from Pepys' Diary, which illustrated the state of things in 1667-8. Under date of 1667, Pepys wrote:—"Dined with my Lord Crewe, with whom was Mr. Browne, Clerk of the House of Lords, and Mr. John Crewe. Here was mighty good discourse, as there is always. They did talk much of the present cheapness of corne, even to a miracle: so as their farmers can pay no rent, but do fling up their lands, and would pay in corne, but which I did observe to my Lord, and he liked well of it, our gentry are grown so ignorant in everything of good husbandry that they know not how to bestow this corne: which did they understand but a little trade, they would be able to joyne together and know what markets there are abroad, and send it thither, and thereby ease their tenants and be able to pay themselves."

It appeared from this that the abundance of the produce so lowered the price in the period referred to by the diarist that farmers threw up their lands in despair.

As mentioned by The President in his opening Address, corn was very cheap in 1780; probably in consequence of very large yields. Again, the year 1835 and two or three other years about that time were years of enormous produce, but also of very great distress among farmers. He had had the curiosity to take out from books in his possession the arrears of rent on ten estates at that period. On one estate in Yorkshire, the arrears were 19 per cent.; on another in Lincolnshire, 10½ per cent.; on another, 15½ per cent.; on another, 9½ per cent.; on an estate in Nottinghamshire, 30½ per cent.; on another, 50 per cent.; another, 12¾ per

cent.; and on a little property in Kent, 42 per cent. All this tended to show that deficient yield was not the only possible cause of distress.

He held in his hand, and would read to the Meeting, an extract from a report written by his late father, dated 12th October, 1829, which he thought might almost have been written at the present time:—"I am quite at a loss to know what will be the result of the present disastrous times to the farmer. It is probable that a material reduction must be made in the rental of the country generally. The late trying seasons and the low price of produce have lessened the farmer's means of doing the best for himself and his landlord, to a degree not generally known. The dairy and sheep farmer have hitherto been the best off, but the price of wool, as well as cheese and butter, is now very low, and perhaps this class is suffering more at this time than the arable-land farmer. I am convinced it is the interest of all landed proprietors to keep up in every possible way the spirits of their tenants; unless liberal dealing becomes general, a great proportion of the present race of occupiers must sink under the pressure. I highly approve of the plan adopted on this estate, of making allowance to the tenants in the shape of manure, draining, &c., instead of money; it is far more effectual assistance to the farmer eventually, and it secures the condition of the farm if he is obliged to give it up."

With the exception of the latter part, that report was perfectly appropriate to the present time. Of course it was open to remark that we had survived all these bad times, and might do so again, but it must be remembered that the terrible factor, American competition, was unknown in those days.

Many persons were in favour of dealing with farms singly as regards remissions of rent or allowances of various

kinds. The suggestion, no doubt, sounded very well in theory, but it was very difficult to deal fairly with individual cases; and it was unhappily the fact that, however fairly one strove to act, no credit was got by it, but, on the contrary, a feeling of jealousy was excited, not to say suspicion of partiality on the part of the agent. It was his impression, and it was the principle on which he had acted to a great extent in practice, that the returns should be for one, two, or three years, according to circumstances, on some such scale as this—7 per cent. on the grass land or turnip land, and 15 per cent. on the land in corn, or which should be in corn according to the proper rotation of crops, on the turnip land; and as to the clay land, from 20 per cent. to 25 per cent. on the whole of the arable—fallow as well as corn—because one of the effects of the bad seasons had been to make fallows almost as if they had never been worked at all. The principle he had referred to worked fairly in practice, and the mention of it might be of use to some of the younger Members of the Institution.

Next, as to tithe commutation rent-charge, which had attracted some attention recently. Many applications had been made for returns upon the tithe commutation rent charge, and in many cases had been conceded. Now, of course, as in the case of all other property, if the owner of the tithe rent-charge were the absolute owner in fee, he had a perfect right to do what he liked with his property, and make any returns that he thought fit; but if, as was often the case, he were merely trustee for it, he had no right to make a return. The tithe rent-charge was, in fact, a land tax. There was no personal liability at all on the occupier to pay it. It was true that if he did not pay it, the first remedy was to distrain on his crops, and if there was no distress, the owner had the right, under certain restrictions, to take the land and farm it himself;

but there was no personal charge on the occupier. If he liked to pay it he did so at his own discretion, and he was, in fact, paying for part of the land to his landlord, and part for him. In most cases in which tithe rent-charge was payable, the tenant ought to have a return, but that return should be made not by the tithe owner, but by the landlord, because the rent-charge was paid for the landlord, and not as part of the rent. It was quite open to question whether there should not be some alteration in the mode of assessing the tithe rent-charge. In the first place, he did not know whether the actual returns were quite satisfactorily made; and, in the second place, he had very great doubts whether the framers of the measure had any idea of the precise way in which it would work in this respect.

As the Members were aware, every £100 of rent-charge was assumed to purchase 505 bushels of corn—*i.e.*, £100 was divided into three sums of £33 6*s.* 8*d.*—one third was supposed to be invested in wheat at 7*s.* 0¼*d.* per bushel, another third in barley at 11½*d.* per bushel, another in oats at 2*s.* 9*d.* per bushel. The total was 94 bushels of wheat, 168 bushels of barley, and 243 of oats to every £100. The result, of course, was that the fluctuation in the price of barley and oats affected the amount of the tithe rent-charge, payable year by year, much more than the price of wheat. He had made a computation on the average prices of 1879, which showed that the average price of wheat was 5*s.* 9*d.* as against 7*s.* 0¼*d.*, barley 4*s.* 9*d.* as against 3*s.* 11½*d.*, and oats 2*s.* 9*d.* per quarter. The result of working out the relative numbers of bushels of wheat, barley, and oats at these prices showed £100 5*s.* 2*d.*; so that, though the wheat was much lower, the tithe was higher. It was open to doubt whether the question should not be reconsidered. If so, it should be by the Legislature, but it should, meanwhile, be borne in mind that, during 16 years out of the 42 which had elapsed

since the tithe commutation, the rent-charge payable had been lower than the amount apportioned.

Mr. A. M. Dunlop (Member) had read Mr. Huskinson's Paper with very great interest, and quite agreed with the author's remark, that "the present state of English agriculture affects Members of our profession as much as any class, and is a subject which must constantly occupy our thoughts." He therefore thought a great responsibility rested upon agents with reference to the advice to be given to clients as to the present and future management of their estates. There was, in his opinion, very little which the Royal Commission could glean relative to agricultural affairs in this country not already more or less familiar to practical men. The source from which information of any real value would come was the Commission to America, and the result of the enquiries of the British Commissioners, who had recently returned from that country, would be awaited with great interest. Some years ago he had travelled over the whole continent of America, and had made it his business to study the agricultural affairs of that country. He was very much struck with the vast extent of untouched virgin soil suitable for the plough, and when it was considered that the distance from New York to San Francisco was greater by 450 miles than the distance from Liverpool to New York, it would be seen how formidable an opponent had found its way into the markets of Europe.

There had been former periods of depression within the recollection of many present, but they were more or less limited in duration. They depended mainly upon variations in the balance of trade between this country, France, and Russia, and were not without compensating circumstances. But the new competitor, America, was a leviathan bigger than the whole of Europe, and far more productive, in an

agricultural point of view. It was all very well to tell the farmers that, with "better seasons all will come right." The last five seasons had got the credit of being the means of putting the balance on the wrong side, and to a certain extent that might be so; but suppose for a moment that we had five good seasons—as good seasons as the best we ever had in this country—what would be our position, even then, if America continued to send over produce from her thousands and tens of thousands of acres, at a price with which home-grown produce could not possibly compete, so long as we adhered without modification to the principles of free trade? Every manufactured article sent out to America from this country, whether it was a coat, shirt, or bar of iron, paid duty at New York or one of the sea-ports. The farmer or trader who required such article, whatever it might be, knew the cost, and purchased it or not as he thought fit. He raised, on the other hand, so many quarters of wheat, and out of the profits of his crop had to provide for himself and his family; but with this his liabilities ended. He had no rent or taxes to meet, and after he had calculated the amount of produce sufficient for his requirements, he could send the surplus to this or any other country needing it, and the whole was profit.

It was true, no doubt, that America had enabled us to give the labouring man a cheap loaf in such times of depression as these, and this in itself was a thing to be thankful for; but it was not a mere question of cheap loaves. Our general prosperity was threatened, and it was time we looked into the matter. A great authority in America had said that they meant to have our "bottom dollar." Look at the financial condition of America. In 1871 very few golden dollars were to be seen in the country—nothing scarcely but greenbacks. Now the greenbacks had disappeared, and the golden dollar had reappeared. But

where had all this gold come from, and what did so great a transference of wealth mean?

The facts were significant, and the question was one which must, sooner or later, be taken up by the Legislature of this country. The position of our farmers was well known to the most of the Members. Out of all the estates under his management there were only two where no return of rent had been made. On the rest he had advised a return of from 10 to 30 per cent., according to circumstances.

Last week a deputation of farmers from one of the best districts in England asked him to consider whether a permanent reduction in their rents was not necessary. He heard their story, and enquired whether a return of 20 per cent. for three years would meet their case. They assented to this, and their landlord, on his recommendation, agreed to these terms. They were a class of men who, he was convinced, would not have thought of coming to him on such an errand had they not been severely tried, and he believed they spoke the truth when they told him that they had taken the whole of their last two years' rent out of capital. The difficulty must be looked in the face and met before it was too late.

Much had been said about the bad seasons. The seasons, no doubt, had much to do with the present depression, and better seasons would probably mitigate, to some extent, the present troubles.

As regards prices, Mr. Huskinson had given statistics to show that, from 1875 to 1879, wheat was 46*s.* a quarter, instead of 56*s.* the price during the preceding five years. The latter figure, however, made a wonderful difference to the farmer. As regards stock, he was informed by a gentleman in this country, interested in the cattle trade of America, that in 1874 that country sent over 480 head of live fat

cattle to Liverpool, and in 1878, 78,800 head were sent over fit for the butcher. This showed how enormous had been the growth of the trade in four years. Then again, at the present moment there was a malt tax of 5*s.* a quarter on barley. Owing to the bad sample of home-grown barley this season, it could not be sold at a fair price, but, if the farmer attempted to use it for malting purposes, and give it to his cattle, the tax referred to had to be paid. It was, perhaps, worth while pointing out that the last shilling which was taken off the duty on wheat did not reduce the price of the loaf the fraction of a farthing, whereas £900,000 had been lost to the Exchequer by the remission of that shilling duty. He was not there to support protection or reciprocity at the cost of the poor man, but he could not help thinking that a re-imposition of a small duty, so as to produce a few millions, to be applied in the reduction of local taxation, would be of benefit to the country at large. Freetraders must allow the necessity of farmers having something to live upon, but if the farmer could not go into the market and sell his wheat at a fair profit, how could he support the tradesmen in his district by purchasing the articles which they manufactured or sold?

Mr. T. Chatfeild Clarke (Member) had no intention of discussing the question of protection—for it was nothing else but protection which the previous speaker had been advocating—a doctrine which he might assume was exploded in this country, and certainly in an Institution such as this. He did not feel himself competent to criticise the earlier part of Mr. Huskinson's Paper, as he had no practical knowledge of agricultural matters. He would confine his remarks, therefore, to the latter part, where the author dealt with subjects of general interest, involving considerations wider than those strictly agricultural.

Some of these questions had been dealt with in an interesting manner by Mr. Huskinson, but his treatment of such subjects as the peasant proprietor, the mode of holding and questions relating to the transfer of land, was characterized by a tone of helplessness and by many evidences of the writer's inability or refusal to recognize how intensely a large number of people desired an alteration in the system of our land laws, in favour of the mass of people in this country, believing, as they did most earnestly, that the agglomeration of so much land in a few hands was a standing evil, and menace to society at large.

He thought it a mistake on the part of the author to speak of the land question as a "hobby," when it was declared on the best authority that at the present moment the Cabinet were preparing a measure of land reform to "dish the Whigs" during the forthcoming Session. It was curious to notice Mr. Huskinson describing land in this country as a growing monopoly, while talking in the same breath of a "stationary effect." But was it not clear that, in view of the happiness and contentment of mankind, it could not be a good thing that the land should be constantly getting into fewer hands? This could hardly be desirable, and it was necessary, therefore, to enquire into the causes which promoted the growth of what the author had called a monopoly.

The term "peasant proprietorship" was, he thought, rather a misnomer. The term really meant small proprietorships, and what the advocates of the system desired was an alteration of the law, through the action of which a tendency should be created towards the distribution of the land among a large number of small yeomen. He held in his hand a book by the late Mr. Joseph Kaye, Q.C., called "Free Trade in Land," which he should recommend every one to peruse. Mr. Kaye was sent to the Continent by the

University of Cambridge to study the whole of the foreign systems of land laws, and he had produced a book which was written in the most equitable spirit, and wherein he dealt with this question, and arrived at a conclusion almost diametrically opposite to Mr. Huskinson's. Mr. Kaye's book showed that in Russia, Rhenish Prussia, France, Switzerland, and elsewhere, the alteration of the land laws had been the means of giving great happiness and benefit to the people at large, and he would read a passage in which the author showed that (particularly as regarded Prussia), the gross products of the grounds or gardens were the largest when divided into small freeholds.

"Reichensperger, himself an inhabitant of that part of Russia where the land is the most subdivided, has published a long and very elaborate work to show the admirable consequences of a system of freeholds in land. He expresses a very decided opinion that not only are the *gross* products of any given number of acres, held and cultivated by small or peasant proprietors, greater than the *gross* products of an equal number of acres held by a few great proprietors and cultivated by tenant farmers, but that the *net* products of the former, after deducting all the expenses of cultivation, are also greater than the *net* products of the latter."

This passage was interesting and valuable, coming as it did from a very impartial man who had made the matter a study for years.

Then, as to the successful results of the small farm system. Mr. Kaye showed that all authorities on the subject of agriculture in Prussia agreed as to the successful results of the creation of small holdings. He says :—"All authorities upon the subject of agriculture in Prussia agree that the cultivation of the land, before the creation of the peasant proprietor class, was very much inferior in its results to its

state at the present day. Much more is obtained from the land now than formerly, and the land is less impoverished, owing to the more skilful rotation of the crops."

The same author went on to specify certain provinces on the Continent—provinces for instance in the neighbourhood of the Rhine—where the reform of the land laws in the direction of sub-division of property was most beneficial, and proved the fact by statistics.

He could not say that he approved Mr. Huskinson's tone with reference to the question of the costs and expenses connected with the transfer of land. Mr. Huskinson had expressed his conviction that land would still be bought and sold in the same way, and would pass into the same hands despite any changes in the law; but he (Mr. Clarke) put it to the mind of any impartial man whether, when a poor man wanted to buy land, the question did not occur to him, "What will the legal expenses be?" The uncertainty of the amount of the law expenses, the uncertainty of the title and other things of the kind, were what most discouraged the poor man from becoming a purchaser, and consequently most favoured the rich man in accumulating land, and it could not be denied that this was the case. He had himself purchased a field which cost £250, and the legal expenses were £55. He had bought only thirty acres of land, and given £2,000 for it, and the law expenses were £115, but the solicitor was so startled at the bill, that he took the £15 off!

Could it, for a moment, be contended that the cost of the transfer of land was defensible? and it was for practical men to devise some process of registration in lieu of the present system. Mr. Kaye had dealt with this point at great length, explaining the whole system of registration—a matter to which the writer of the Paper had made no reference.

He, for one, looked upon the law of primogeniture as

immoral, benefitting as it did one son to the exclusion of the rest, and he believed that, year by year, this opinion would be more and more shared by society at large.

Primogeniture was dealt with in another very able Paper by Mr. Lee, contained in the Report of the Congress of the Incorporated Law Society, held at Cambridge in October 1879. Mr. Lee observed :—

" The first condition which I should make, is that primogeniture, as it now exists by law in the case of intestacy as to real estate, should be absolutely abolished. It has not even any great antiquity to support it, and it had its origin, as is well known, in a state of society which has now utterly passed away, in which it was essential for the coherence of the whole social and political fabric that, on the death of a feudal tenant, there should be one man ready to step into the place of the deceased, and take upon himself all the duties and liabilities as well as the benefits of the position of a landowner in those days. The system never had any other reason or justification for its existence. It has been demolished by arguments over and over again, and I can see no reason whatever why, at the present day, the freehold land of a person dying intestate, should go to his eldest son, leaving his other children unprovided for, while a leasehold property belonging to the same man and held for a term of, perhaps, 99 years, is sold, and the proceeds divided in a fair proportion between his widow and children. The freehold property of a person dying intestate ought to vest in the administrator, and be sold, and the proceeds divided amongst his relatives in fixed proportions (unless they can agree on a division *in specie*) just like any other property."

That also went to confirm his view, that the law of primogeniture was unsound, and, he repeated again, immoral.

He ventured to think that Mr. Huskinson had passed over in a very few words, and with a very light hand, the essential mischief in the land laws of this country, and that was the burden of settlements and charges. Many men thought an Encumbered Estates Court as necessary for England as for Ireland. Mr. Kaye, at pages 50 and 51, in the book before him, dealt with the point in a very few words. He said :—

"But I will try to explain another serious evil which constantly results from tying up and charging these estates in the way I have described. In the majority of cases the owner does not come into possession of the land until he is past middle age. He is, then, generally married, and he has, probably, a family of children. He knows that he has no interest in the land beyond his own life. Sometimes he has a power of charging the estate to a small extent for younger children. If such a man really cares for the future of his family, look at the position in which he is placed. In nine cases out of ten he receives his property burdened with charges to his mother, his brothers, and sisters. He feels he ought to save something for his own younger children. Now, except in the cases of the larger estates, how can he hope to do this during the remainder of his life, and, at the same time, to spend money in the improvement and proper maintenance of the estate, its buildings, farms, &c. His eldest son is to take the whole of the land. Every penny he spends upon the improvement of the estate is so much taken from what he could have saved for the younger children, and so much added to the eldest son's already unjust share. How often, under the pressure of these circumstances, is not the unfortunate owner obliged to neglect either the estate or his children? Of course, the more heavily the estate has been previously charged with debts, the worse does such a case become. It is difficult to conceive a system more

certain to repress any efforts for improvements, or to discourage any outlay upon the land. Mr. Caird, C.B., F.R.S., who is strongly opposed to the system of small estates, writing in 1851, in his 'Agricultural Survey of England,' says:—'Much of the land of England—a far greater proportion of it than is generally believed—is in the possession of tenants for life, so heavily burdened with settlement encumbrances that they have not the means of improving the land which they are obliged to hold. It would be a waste of time to dilate on the public and private disadvantages thus occasioned, for they are acknowledged by all who have studied the subject.'"

Did not all this tend to show that there were many owners in this country, noblemen and others, who had neither interest nor means to rightly develop the resources of their land?

There were two sides to the question, and the writer of the Paper had not dealt as fairly as he might have dealt with some of the main points which lay at the root of it. He believed that, in order to promote the prosperity and happiness of the people of England, it ought to be the endeavour of all to promote a subdivision of the land, to some extent, into small freeholds. Nothing, he believed, would tend more largely to relieve the prevalent distress, and put an end to the unhappy condition in which the tenant farmers now found themselves.

Mr. C. G. Grey (Member) thought that the last speaker had drifted away somewhat from the subject of the Paper. Many of the questions to which he had referred were very interesting, and would, perhaps, give rise to a much more lively discussion than those actually comprised in the Paper. It was true that these subjects did more or less bear on the present depression, and that they bore upon

the condition of agriculture generally he fully admitted. But he would say unhesitatingly that the result of his observations during the last few years had led him to the conclusion that almost the entire cause of the present depression was the bad seasons. He was very much impressed by the observations about American competition, made by The President, in his opening Address, in which he gave many reasons why we need not fear that competition so much in the future. The seasons here had been exceptionally bad, and in America exceptionally good, but there was no reason why the conditions should not be reversed. The American competition was said to have reduced prices so much that English agriculturists could not compete with them. He was not prepared to admit that at present. It was his belief that the low price obtained for our produce was due, not to American competition, but to the bad quality of the grain. For instance, on an estate which he managed in the west of Scotland, when he was there in November last, wheat was quoted in the English market at 56*s.* to 60*s.* a quarter, which was not a bad price; but the tenants on the estate he referred to were selling their wheat at 36*s.* It was much the same, in fact, with barley, and he (Mr. Grey) had barley for which he could not get more than 26*s.* a quarter, and, therefore, did not sell it.

Some of the questions referred to by Mr. Clarke were but remotely connected with the present depression, but they were such, nevertheless, as called for consideration in the interests of agriculture, and it was just possible that had certain remedies been provided a few years ago, the present distress might have taken a more mitigated form.

It was difficult to see how peasant proprietors could be created, and, if created, how they were to be maintained. He knew a farm worth £600 a year which was farmed by

the owner; but finding that he could not make a living he sold it for about £18,000 and rented it from the purchaser at £600 a year, and had been a flourishing man ever since. What happened in this case would be as likely to happen in the case of a small peasant proprietor; and who was to say no, if he was compelled by pressure of circumstances to sell his land? and who was to prevent a purchaser from buying it in the open market on the best terms he could secure?

He suspected that many who talked of free trade in land did not mean free trade but restriction as regarded purchases by one particular class, so as, if possible, to force property into the hands of the poor man, whose disabilities had been so much descanted on. Poor men, however, did not, as a rule, want to buy land, and, if they bought it, would not know what to do with it when they got it.

Many in the room had no doubt noticed a report on a certain number of small properties in Lincolnshire, by the *Daily News* Commissioner, and any more doleful picture of the peasant proprietor could not well be imagined. A gentleman (Mr. Shaw-Lefevre) had studied the question of small proprietors, and had written a book to show the advantages of the Irish Church Act, which enabled tenants on a church estate to buy their own farms; but what were the facts as regarded the supposed benefits resulting from that arrangement—the clergy were appealing to the public to keep the peasant owners from starving. If any Surveyor present appealed to the public for help, he would be told to sell what he possessed before he applied for charitable aid; but the appeal to which he alluded was for help to enable men to keep possession of land which they could not pay for. The peasant proprietor who bought his land under the provisions of the Act was under covenant to pay an equivalent for interest and annual instalments of the purchase-money, and he was worse off than he would probably

have been as a tenant, inasmuch as there was no generous landlord to appeal to for a few months' grace. He had no chance but to pay, or be sold up. Although the peasant proprietor, no doubt, made a living—not a very good one—in Prussia, where they had been told to-night that the system answered admirably, still the question remained, was the produce on these small properties as great as it would have been under a system of larger ownerships, where labour-saving machinery could be employed?

The question of transfer was, he admitted, very important. If transfer were simplified, it was probable that there would be more purchasers of land, as was pointed out with some truth by Mr. Chatfeild Clarke. That gentleman had favoured the Meeting with some instances where the costs had been excessive. He (Mr. Grey) could furnish another, where an estate was sold in a number of small lots, the purchaser paying the cost of transfer, but the seller found that he also had a bill to pay for each lot, and on one which sold for £50 the bill was £21.

The transfer of land could, however, be greatly simplified, as in Ireland, by special legislation relating to registration of title, and the dealing with encumbered estates. That heavy encumbrances were a serious evil no one would venture to deny. He knew an instance where the tenant of an estate for life—perhaps unfortunately for himself as well as for others—lived to be 86 years old. The estate got into such a state that the owner could not keep it, and it had to be made over to his son during his life; but the buildings were all in ruins, the owner not having had a penny to spend on them, and the farmer being equally destitute of means. The whole estate, in fact, was a spectacle of poverty and wretchedness. Were there in this country an Encumbered Estates Court such as existed in Ireland some years ago, such estates would be forced into the market, and although

there might sometimes result some hardship to the individual, the good to the community at large would be very great indeed. Such a Court could at the same time carry out a system of registration similar to that which existed in connection with the Landed Estates Court in Ireland. His experience went to prove that a title such as was given by the Landed Estates Court added three or four years' to the purchase value of the estate. The conveyance of an estate could be comprised on a sheet of foolscap paper, and the map was an Ordnance map. If it were desired to sell a piece of an estate, all that was necessary was to go to the Court and get the part registered.

What was there to prevent the adoption of a similar system in England? Lawyers, he believed, declared it to be impossible, owing to the numerous family charges, and so on; but there were similar charges in Ireland. As to the one shilling duty, mentioned by Mr. Dunlop, which was called *protection*, he did not believe that the farmer would be helped a bit by it in getting a better price for corn; but it would raise a considerable revenue, and for revenue purposes he believed it was better to have recourse to small taxes on articles of great importation than to large taxes like the tax on barley.

There were other collateral questions which were of very great interest and importance, and might with advantage be discussed by the Members at a future Meeting. As regarded the main question, however, he quite agreed with Mr. Huskinson that the present state of agriculture was almost entirely due to the bad seasons.

Mr. J. W. Dale (Associate) thought that the sum and substance of the present agricultural distress was undoubtedly, as stated in Mr. Huskinson's Paper, the succession of ungenial seasons. Mr. Huskinson, he noticed, at

the beginning of his Paper, remarked:—"Free land and entails, peasant proprietors, and land-law reform have very little interest for the bulk of the agricultural classes." In striking contrast to the opening remarks of Mr. HUSKINSON were the remarks made by an eminent public man, which were reported in the papers on Saturday last. It appeared to him (Mr. DALE) that practical men need not fear the aspersion that they took little interest in impracticable agitations if they thought, that "free land and entails, peasant proprietors, and land-law reforms" were little likely to relieve them from the anxiety and depression which so heavily weighed upon them. However, the gentleman he referred to appeared to think differently. He said:—"If one of your county Members were to go down to Birmingham or to Manchester, and make that sort of speech that he generally made at an agricultural meeting or dinner in his own county, he would be laughed off the platform, because he would not deal with the great questions or any number of them which are interesting to the minds of the people." Now, here was a slur, and he (Mr. DALE) thought they would agree with him, an unmerited slur, on the interests of agriculture. That which affected so considerable and so all-important an interest as the interest of agriculture must, he thought, with an impartial judge, be fairly conceded to be justly a matter for their first consideration.

Questions of legal changes, as remarked by Mr. HUSKINSON, "sink to insignificance in the rural mind, compared with the question of farming profits"; but at all events it must be admitted that the law of real property stood on a somewhat different basis from other Imperial questions, and on that view, he thought, that they might shortly consider what the effect to the tenant farmer would be of forcing more lands into the market.

So long as lands remained in the same hands or the same families, the relations between landlord and tenant were such that, so long as the tenant paid his rent, and so long as he acted fairly by the land, there was every likelihood, or, at any rate, a fair presumption, that he would be treated generously, or, at least, with a fair regard to the terms of their past relationship. When the lands fell into the hands of strangers, those feelings and relations ceased to exist. The sole thought to the mind of the purchaser was, whether he could get a fair percentage for his purchase-money; therefore, the oftener the lands were thrown into the market, the more likelihood there was of the occupier's rental being increased. With regard to any change of the law or method in the transfer of land, Mr. Huskinson seemed to think that reduction in the cost of transfer would not make the land go into the hands of small owners more than at present. "The rich man," said Mr. Huskinson, "gives now the value of the land plus the cost of transfer. He would as readily give the whole amount for the land."

The truth of the last proposition no one would gainsay; but the argument scarcely proved, he thought, the truth of Mr. Huskinson's proposition. If the transfer of land had been of a given quantity, then he would have agreed with Mr. Huskinson, but the fact was, the poor man could not afford to lay by so large a margin for the cost of transferring the land as the rich man. The poor man dreaded falling into the meshes of a contract, the deliverance from which would cause many sovereigns to go from his own pocket into the pocket of the lawyer, a comparatively small matter to the rich man. All would be very glad if there were a more simple, expeditious, and cheap method for the transfer of land. A Bill was to be introduced by Lord

Cairns, giving to the tenant for life of settled estates free power of sale, on the purchase-money being paid over to the trustees of the settlement.

The Royal Commission had already been referred to, and, as The President remarked, a considerable time, owing to the magnitude of the work, must elapse before the Report could be made; but by that time he hoped and trusted that agricultural depression would be a thing of the past. The chief value of the Report would be, that it would render possible a comparison between the tenure and mode of culture at home with that of foreign countries. It would, probably, open the eyes of some of those gentlemen who imagined that the agricultural distress could be conjured away by Acts of Parliament, that thousands of acres of arable land which were fallow last year ought to be dead fallowed again this year; that entire flocks of sheep were being destroyed by disease; that there had been five years' rain-fall in four, and that the incidents of taxation on the tenant had increased,—facts universally admitted.

Mr. T. Huskinson (Past-President) said that he felt sure, whatever might be the opinion formed with regard to the views expressed by the writer of the Paper (that they were sound or otherwise) all were of one mind that the subject-matter of which it treated was one of vast importance to the agricultural community, and specially so to those who had to deal daily with land. Many Members in the room—and many who from various causes were not then present—would probably like to have an opportunity of expressing their views, and he, therefore, proposed that the debate be adjourned to the next Meeting.

The motion having been put and carried unanimously, the Meeting adjourned.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, February 16th, 1880.

EDWARD RYDE (VICE-PRESIDENT) IN THE CHAIR.

The adjourned discussion on the Paper, by Mr. W. L. Huskinson, entitled, "The Present Depression in English Agriculture: its Real and Assumed Causes," was resumed by

Mr. T. Huskinson (Past-President), who said that, in rising to continue the discussion, he might say at the outset that he spoke with a deep personal sense of the gravity of the subject, arising not only from his professional experience as a land-agent, but also from his experience as a farmer on a considerable scale for upwards of 30 years. In the course of this century there had been several previous periods of great agricultural depression, but none to compare, as regards intensity, duration, and the disastrous character of its results, with that through which we were now passing; and it was, therefore, very essential and important to endeavour to discover its causes. It was, in the highest degree, desirable to ascertain, if possible, how far those causes were temporary or permanent—whether they were the result of the operation of natural laws, or could be modified in any way by legislation or by other means. In former times it had generally been possible to point to

depression in the prices of produce as the principal cause; but it was a peculiarity of the present period of depression that it had come with extreme force, not after low prices, but after a period of fairly remunerative prices.

Now the enquiry with regard to the farmer's position must have reference to three principal points: first, the price obtained for produce; secondly, the cost incurred in raising that produce; and thirdly, the quantity of produce which the land will yield. As regards the question of prices, there was this difficulty, that the prices of all farming produce for the last 20 years had been such as might be called fairly remunerative, and taking the prices of barley, wheat, and oats together during even the last 7 years, those prices would be found to be considerably higher than the average of the last 50 years. Turning from corn to beef and mutton, it would be observed that beef had risen 2*s.* 1*d.*, and mutton about 2*s.* 11*d.* per stone of 14 lbs. In another product of the farm, wool, there had been a rise of 3*d.* per lb.; and dairy produce had also made a very considerable advance during the last 20 years. The present state of things could not, therefore, be accounted for by a reference to prices alone, and it was necessary to consider how far the conditions of production differed from those of 20 years ago. In the first place, it must be admitted that there was a material alteration in rents. They had varied on different lands, but it was, perhaps, fair to assume that the average addition to the farmer's rent had been 10 per cent., taking all soils together. Assuming an average rent of 30*s.*, this would be an increase of 3*s.* an acre. There had also been a considerable augmentation in the price of labour: first, in the form of an actual advance in wages; and secondly, in that of a serious deterioration of quality. Taking both the

price and the deterioration of quality into account, the increase in the cost of farm labour might, he thought, be put at 20 per cent., amounting on arable farms to about 5*s.* an acre.

Next as to parochial charges. He thought that 2*s.* per acre might fairly be added in respect of increased rates, and the two items, labour and rates, together might be fairly set off against the increased prices.

Then came the question of quantity of produce, and in this the solution of the difficulty would probably be found. The author of the Paper had given statistics of some 500 acres of arable clay land, not extremely heavy, and in fair condition; and the figures he had given were figures which had regard to the particular circumstances of that and similar farms. He had shown, taking the last five years, that there had been a deficiency of yield, in respect of the wheat crop, amounting to £3 9*s.* an acre, and of barley £2 18*s.* an acre, making on the 200 acres of arable land growing white corn an aggregate deficiency of £635. Now, the rent of that farm of 500 acres of arable land was 30*s.* an acre, or £750; and the loss of £635 for five years in succession meant a loss of four-fifths of the entire rent. Consider for a moment what such a loss meant to the great body of tenant farmers. The tenant farmer's capital might be set down broadly at about 5 years' rent. The loss, therefore, of four-fifths of his rent for five years amounted to a loss of four-fifths of his capital, and if that was so, one could not wonder at the condition in which the farmer now found himself, nor at the complaints heard on all sides. But this was not all, for the same seasons which so seriously affected the arable land, affected the grass land also; there was great loss of the hay crop, and to this must be added the calamitous outbreak of rot in sheep. The excess of

rain and the want of sun were almost as injurious to grass land as to arable.

Those facts seemed to him to account in a great degree for the losses sustained and the depression which everywhere (or in most cases) prevailed, and there was no need for going into matters of a recondite or debatable nature to account for the present state of things. These causes, were patent and indisputable, and quite sufficient to account for the present bad times. There was some comfort in the reflection that the causes had been natural, the result of ungenial seasons, and such as no one could control or modify. But though the causes he had mentioned were, in his opinion, the main and, in a great degree, sufficient causes, yet there were collateral matters to which remedial legislation might be applied with some advantage. The increase of parochial rates, for instance, pressed unjustly on the farmer, and amounted to a real hardship. It had been the fashion for a long period to impose all rates—whether for poor, highway, education, or sanitary purposes—on real property, although the objects to be supported by these rates had no special connection with real property, but were national in their character. Special injustice had been done as regarded turnpike roads, for he held that there was no principle more plainly equitable than that the persons who used the roads should pay for them, and he could not but think that the abolition of turnpike trusts was an indolent mode of avoiding a difficulty and a most unjust piece of legislation. The objections urged against the system of turnpikes were that it was extremely expensive to collect the tolls and inconvenient to the public to pay them, and these objections were, no doubt, valid so far as they went, but they were, in his opinion, insufficient to justify what had been done. It was quite possible to retain the principle

while altering the mode of collection, and this might fairly have been done by adopting the plan of Sir Rowland Hill in his great scheme of postal reform. When enquiring into matters, with a view to that reorganization of the Post Office, which afterwards led to the introduction of the penny postage, Sir Rowland Hill found that great trouble and expense were caused by the necessity of calculating the charge and keeping the accounts for every letter at the offices before it was delivered, and it occurred to him that these difficulties would be altogether overcome were every letter prepaid by a stamp. Had a corresponding principle been applied to roads by levying the taxes necessary for the maintenance of the roads on horses and vehicles, the old principle would have been adhered to, viz., that those who who used the roads should pay for them.

As regarded the education rate, he thought the farmer had good ground for feeling aggrieved. Not that he (Mr. Huskinson) undervalued the efforts made to improve education, but because through the operation of the Education Act the farmer had been saddled with a considerable addition to his rates, the result of which was to restrict the supply of juvenile labour, and to induce the young labourers, educated at his expense, as soon as they acquired a certain amount of education, to withdraw from agricultural labour and follow that which was more to their liking, commercial pursuits in towns.

Next as to the American competition, which the English farmer had now to meet. Many people attached extreme importance to that competition, and thought it would continue and increase the difficulties of the English farmer, and ultimately render his position hopeless. He could not say that he shared that opinion. In the first place, so long as the produce of American soil, virgin though it might be,

yielded only 10 or 12 bushels per acre, and had to pass over 3,000 miles of ocean, besides vast inland distances, he could not see that a trade so weighted could materially depress the prices of the produce of this country in fair seasons.

It was important to estimate the real value of so-called virgin soil, which is a limited and measurable quantity, and he had enjoyed some experience of the value of such soils as compared with old cultivated land. He had farmed a tract of 200 acres of ancient wood land which bore no traces of ever having been cultivated, and probably had all those qualities of primitive fertility which the virgin soil of America possessed, and very considerable they were. He was speaking now of the time before the potato disease made its appearance. After taking a crop of potatoes, a crop of wheat, a crop of oats, and another crop of wheat, the virgin element was exhausted, and it was found necessary after four years' cropping to cultivate and manure that soil quite as much as the old cultivated land.

As regarded the effect of increasing imports on prices, he found, on referring to the statistics of trade, that, during the last 20 years, the imports of agricultural produce had more than doubled—having risen from 56,000,000 cwt. to 131,000,000 cwt. in the year—but it was a noticeable fact that the doubling of the imports had had no effect on our prices; on the contrary, the prices had, during that period, as he had said before, rather advanced than otherwise. He was not so afraid, therefore, of American competition as some were, though he did not pretend to prophesy at what prices America would be able in the future to export produce. Considering the special circumstances which had favoured the American importer—the cheapness of ocean freights, the expansion of agricultural operations, the stimulated demand caused by

activity of trade a few years ago, and the competition of railways—he was not prepared to admit that American wheat had been brought here at prices which were likely to permanently prejudice our own, had the seasons in this country been ordinarily favourable, instead of exceptionally bad; and America might not always be blessed with such seasons as she had recently enjoyed. It must always, moreover, be borne in mind (and the fact was universally admitted), that no barley and wheat in the world equalled in quality the barley and wheat grown in this country, in fair seasons.

It had been predicted, it would be remembered, that good beef could be supplied from America at about 4½*d.* to 6*d.* a pound. But what had really happened? English beef, in spite of the competition, had realized higher prices than had been previously known in the last twenty years, and the same held good as regarded mutton. The prophecy of cheap beef had not been realized, and it might fairly be expected, therefore, that what had happened in the case of meat might happen in the case of corn.

The existing depression had been in some degree attributed to other causes than those he had mentioned, such as the absence of the peasant proprietor, the alleged difficulties attending the transfer of land, the question of primogeniture, entails and settlements, the law of distress, restrictive covenants, and want of security for improvements by tenant right or lease. He merely mentioned these matters to express the opinion that, though they were very interesting and worthy of consideration, he did not believe that they had any material bearing on the question under discussion. Primogeniture appeared to refer to a small number of cases, and if the principle had its drawbacks, it had, at all events, this advantage, that it carried with it an

estate in fee simple, and was not subject to any limitation of life interest or otherwise.

Entails and settlements always appeared to him to have very important uses, but, as in the case of every other human arrangement, the advantages were associated with certain disadvantages; the point in prudence and reason to be desired was to retain the advantages, and remedy the inconveniences. A very simple modification of the law, as regarded entails and settlements, would effect all that was required. Indeed, legislation had already tended in this direction, by giving a power to the life tenant to borrow money in certain cases to make improvements and to pay off encumbrances; and he did not see why there should not be a power also to sell to pay off encumbrances and to make improvements on the estate. By the adoption of means of this kind, the advantages of entail and settlements might be preserved, while the defects of the system were remedied.

Among the advantages of the system of entails was the preservation by its means of the large estates of ancient families from the misconduct of an individual; and the power to preserve and perpetuate estates which had been acquired by industry and self-denial was an incentive to exertion and prudence which deserved all encouragement.

Nobody, he imagined, would object to simplification of transfer, and the lessening of legal costs. He might mention that France had tried experiments in this direction, which we had been invited to follow. In France, property was sub-divided into very small sections, and endeavours had been made, by a system of registration, to diminish the cost and simplify the transfer of lands; but the Report presented to the Emperor Napoleon III., in 1852, by M. le Play, showed that in 1980 cases of transfer by intervention of the State, the costs of sale had exceeded by 12 per cent. the

amount realized. It appeared necessary, therefore, to be cautious to avoid extremes, and desirable to hold fast to the old ways until something unmistakably better offered itself.

He might mention that the system of registration had been in force in Scotland for a great many years; with what results he was not prepared to say, though some of the Members could possibly speak from experience on the point. As to the future of agriculture, whether American competition was to be an important factor or not, he thought there was sufficient evidence to show that a great change must take place with regard to the cultivation of the poor clay soils of this country. He was of opinion that the owners of such land should be recommended to lay it down to grass. This was, no doubt, a costly operation, and when done the value would not be great, but there was a cessation of expense, and the produce, great or small, would be nearly a nett produce. There was also this advantage, that clay lands, when laid down to grass, would acquire a store of fertility which would be valuable while they remained in grass, and which could be drawn upon at any time when circumstances admitted of their being successfully cultivated again as corn land.

In conclusion, his decided opinion was that it was the ungenial seasons,—the excessive rainfall, and the absence of sun,—which had mainly operated in causing the depression which now existed, and he thought there was great comfort in thatcon sideration, being as it was, a natural cause. In the course of Nature, a cycle of wet seasons would probably be succeeded by a cycle of dry seasons, and whatever injury had been caused by wet seasons dry seasons would go far to remedy. The operations of Nature were, in the main, just and beneficent, and though they might be and were variable and changeful, within certain limits, yet in the long run

they were as certain as any causes which affected human affairs.

Mr. T. M. Gepp (Associate) hoped in the few remarks he had to make to observe, as closely as possible, the excellent maxim, *Ne sutor ultra crepidam.*

The point to which he wished specially to address himself was one more immediately connected with his own profession. On the last occasion, one of the speakers (Mr. Chatfeild Clarke) indulged in complaints about the legal costs attending the transfer of land, and gave several instances which he (Mr. Gepp) did not consider specially apt or conclusive.

He was not prepared to admit that the charges made by his profession were, as a rule, excessive, though, no doubt, the legal expenses were occasionally considerable in comparison with the purchase-money. He for one would be very glad to see them reduced, if possible, believing, as he did, that their reduction would result in an ultimate advantage to his profession. He had been a member of the legal profession for between forty and fifty years, and he could find no instance in his own books of any such exorbitant charge as Mr. Chatfeild Clarke complained of. He held in his hand a list of twenty-one mortgages, for sums varying from £200 to £12,000, and found that the average percentage of costs which went, nett, into the solicitor's pocket was 2 per cent., the lowest charge being ½ per cent., and the highest 3 per cent.

Then again, on a purchase of £350 the net costs were £8—about 2 per cent. On another (nearer Mr. Clarke's figures) £2,100, the costs were £22 1*s.* 6*d.* nett—little more than one-half per cent. In another instance, taken from a list of sales, the sum realized was £300, and the net costs

£8 12*s.* 10*d.*, or about 3 per cent. These figures, he thought, constituted a successful refutation of the assertion that legal charges (in Essex at any rate) were extravagantly high.

A speaker at a meeting which he had attended lately, referring to the expense of transfers, said that the establishment of small holdings would "do away, to a great extent, with their old Tory friend, the family solicitor, with his fossilated and feudalized jargon," and then went on to say that "only a few years ago he bought a farm from the Crown, the title of which was written on a page and a half of paper, with an excellent plan, showing the situation of the farm, drainage, &c., the transfer of which cost him a few pounds, and was completed in a few days, whereas another negotiation with a private party, going on at the same time, what with the correspondence between the solicitors, their consultations and fees, cost seven times more than the other." He (Mr. Gepp) was not answerable for the acts of the members of his own profession, but he must say that he thought it was not the lawyers but the law which was to blame if the costs of transfer were high. Great responsibilities attached to investigations of title, and if it should so happen that a slip were made, woe betide the unfortunate solicitor.

With reference to the question more particularly before the Meeting, he felt that the existing depression was due to the seasons; but it was also, in no small measure, attributable to the financial shortcomings of a portion of the farming class themselves. He spoke with confidence on this subject, for he held an office which gave him special opportunities of observing how great was the number of farmers who had gone into liquidation this year, as compared with last year, and the fact was very distressing. He had invariably

asked these gentlemen who came before him, the cause of their misfortunes, and the answer was, "The seasons." To the question, "Had you sufficient capital when you entered upon your farm?" the reply was, in all the cases (they amounted to 17 within the last 5 or 6 weeks), save one or two, that they had entered on their farms with too small a capital. The want of capital would still result in much loss to all parties concerned. Agents had found it next to impossible to ascertain the real financial position of tenants applying for farms, and the numerous failures had shown how large a number were farming with resources insufficient to meet the strain caused by a succession of adverse seasons.

Reference had been made to the fact that when a tenant took a farm he agreed to pay all the assessments and all the rates on that farm, then and in prospect. Those in prospect he ought never to be called upon to pay, as he had no means of estimating them. Some arrangement ought, in his opinion, to be made by which the landlord should discharge one-half of any additional burden imposed after the commencement of a tenancy. It might be urged that the result would be the same, as the rent would be calculated accordingly, but he did not think that this would practically be the case, for the landlord was bound to consider whether his tenant could live or not.

The question of tithe rent-charge had been alluded to a good deal of late in his county and in other places, and the complaint of the tithe payer was, that the averages of his land were not fairly taken. He was told by some that foreign corn at times formed a portion of the Returns on which the averages were based. This was clearly contrary to the Act of Parliament, which spoke expressly of British corn. In his own county, he found the averages were taken at Colchester, Chelmsford, and Romford only, leaving out all

the other small market places. He was told that the best prices were obtained at Chelmsford and Colchester. For the corn sold at the other small places the prices obtained were very much less, and if these lower prices were included in the Returns (as they ought to be) the averages would be less than they were. Besides, the offal corn is also excluded from the Returns. Mr. Woolley had, at the last Meeting, accurately explained the basis on which the averages were arrived at, and a writer had pithily defined tithe rent-charge as "a permanent rent-charge with a fluctuating money payment." Some contended that the permanent rent-charge should, from time to time, be varied, and the time might have arrived when it should be reconsidered; but it required to be treated very tenderly, and after much consideration.

The landlord's right to distrain should, he thought, be limited to one year.

It was worth mentioning that a farmer in his neighbourhood, holding about 300 acres, had appropriated 2 acres to the rearing of chickens, and the result was that in one year he netted £60.

He trusted that the suggestions which had already been made in the course of the discussion, and those which were to follow, would result in practical benefit to the farming interest, and to the country at large.

Mr. J. Clutton (Past-President) said that his task had been very much lightened, by the observations which had been made by Mr. Huskinson, and with which he almost entirely agreed. He believed that the greater part of the present depression was the effect of the seasons, and could not be said to be due to low prices. He farmed somewhat largely himself, as did Mr. Huskinson, and had had, perhaps, a somewhat longer experience than anyone in that

room. He began professional life in the year 1827, and from that year to the present he had been engaged not only in farming land, but also in its management on a considerable scale.

He spoke with some diffidence before many men in the room, who, no doubt, were farmers like himself, but the seasons this year and last had, in his opinion, been somewhat worse than those he had experienced heretofore; though there were districts which he was afraid had suffered much more severely than that in which his farm was situated.

He would not detain the Meeting by going into the question of profit and loss—a point already dealt with by Mr. Huskinson, with whose conclusions he, to a great extent, agreed. Before entering upon the main subject of discussion he would read an abstract of an interesting letter from Mr. Lawes, on the wheat crop of 1879. His (Mr. Clutton's) opinion was that Mr. Lawes's experiments had been of the greatest possible advantage to the country generally, and had, he believed, commended themselves highly to all true promoters of agricultural production in this country. Mr. Lawes stated that the wheat crop of 1879 was pre-eminently the worst that he had any record of. No crop so bad had been harvested since 1816. In a plot on which wheat had been grown year after year for 27 years, without manure, the yield had been only $4\frac{3}{4}$ bushels of dressed corn per acre,—the average of the last 10 years being 11 bushels, and that of 27 years $13\frac{1}{2}$ bushels. The weight per bushel was $52\frac{1}{2}$ lbs., or nearly $5\frac{1}{2}$ lbs. less than the average of the preceding 27 years. He (Mr. Clutton) had for many years been in the habit of estimating the produce of England generally by the annual reports of results obtained by Mr. Lawes upon a fixed

quantity of land, and if the results obtained at Rothamsted were below the average it might, he thought, be taken for granted that the result in England generally was below the average. The results shown by the foregoing figures were, he believed, a sufficient measure of the great losses which farmers had sustained, without going further into tables of rainfall or temperature which he had in his hand.

A good deal had been said about the law of entail, the peasant proprietor, the transfer of land, primogeniture, the law of distress, restrictive covenants, security of tenure, and personal extravagance, which it was not necessary to occupy time in discussing in connection with this subject.

As regarded security of tenure he might mention that, on the estates of which his firm had the management, the farms were almost exclusively held on lease for terms of years—certainly, nine-tenths of them were so held—so that in their case, at any rate, it could not be said that the farmers had suffered in consequence of the absence of leases. But the possession of leases had not saved the tenants from serious losses, and no doubt, in common with others, their capital had been seriously reduced, and the great difficulty was to keep up their spirits and induce in them the hope that they would tide over the present difficulties. He admitted that, as a rule, the farmers' capital had been insufficient, and there was another cause which had tended, within the last two years, to add much to their difficulties. It was a well-known fact that during the years of great prosperity in trade, private and joint-stock banks competed with each other in advancing money to the tenant farmers. What had happened?—In one of the largest counties in England, a printed circular had been sent round by the bankers, intimating an intention to reduce the amount of their balances.

Owing to the failure of the City of Glasgow Bank, the banks felt that they must secure themselves by reducing, to some extent, the accommodation to the tenant farmers, and in Bedfordshire, and other counties (he had it on the best authority), almost all the accommodation was withdrawn.

As to the question of small holdings. He had lived long enough to witness the results of the Fergus O'Connor scheme. He used often to pass the property (he believed it was in Oxfordshire) which was parcelled out in small occupations among what were called peasant proprietors. He understood that almost all connected with it, in bad seasons, sought relief; and, indeed, it was quite impossible for the peasant proprietor farming a small quantity of arable land (the case might be different with grass land) to stand in depressed seasons. The case was the same with the small estates generally—the small landowner disappeared. The fact was that the small owner was absorbed by his richer neighbour, being tempted to realize by the prospect of getting 5 or 6 per cent. for his capital instead of the 2 per cent. yielded by its investment in land.

No doubt the English agriculturist had to compete with the American, and with courage he might hope to do so successfully. He said the other day to a high-spirited fellow who wanted to take the largest farm he had, "Are you not afraid of American competition?" He said, "No, I do not care a button about the Americans; it is a fair stand-up fight, and we will beat them, Sir." He thought, therefore, that the farmers were not entirely devoid of spirit, although he was free to confess that the farming interest was very much discouraged on the whole. He had lived long enough to recollect being told many years ago, when the first importation of wheat from the far West came into

England, that we should then be deluged with American produce; yet from that time up to within the last 5 years a better period both for meat, wool, and corn could hardly be wished for.

When the tithe averages were referred to, it should be borne in mind that they were made up of three descriptions of grain—wheat, barley, and oats. If the averages represented wheat alone, they would be very much lower than the basis of calculation; for no one could say that the prices of barley and oats had not been remunerative until within the last two years, when those crops had been bad not only in quantity, but in quality also.

It was said that the depression was greater now than it had ever been before. That was not quite his impression. He recollected a time when the poor rates were 25*s.* and 26*s.* in the pound in the parish of Shipley. His firm had some large farms, not fifty miles from London, on which he was perfectly satisfied that not enough barley and wheat was grown to pay labour and rates alone. He had seen the returns, and knew the farms well.

No doubt Mr. Huskinson was right in what he said with regard to virgin soil. He (Mr. Clutton) had had to break up 5,000 or 6,000 acres of forest land in this country, and convert it from wood land and waste into corn lands; and it was very singular that unless the mode of cultivation was restricted—a thing almost impossible in the present day—even the best land enclosed from the sea went back. Under their leases during the period from eighteen to twenty-one years the tenants had power to cultivate as they pleased, subject only to the restriction that they should farm well; but it was almost impossible to control them in this.

Apart from the effects of the seasons, he had always observed that the farming interest in this country suffered

the moment trade was bad. When trade flourished (as it did for ten or fifteen years up to the time when the present depression set in), so long the farmers flourished; but unless they got the market for their produce created by the prosperity of the great towns, agricultural prosperity immediately declined.

Lastly, as to the alleged increase in the cost for labour. No doubt, within the last few years, the cost had somewhat increased, but it was not so if a longer period (say the last 10 to 20 years) were taken. How was it that the great manufacturers—the Howards and others—had made such fortunes? Was it not because agriculturists had been largely supplied with labour-saving machinery which had reduced to a great extent the cost of cultivating the land? Take one single item—the elevator. The elevator was not in general use until a few years since, and the harvesting cost many shillings an acre less with the elevator than it used to cost without it. He found, by looking at the rate books of the parish in which his farm was situated, and at his own labour account, that the rates had increased very little during the last 10 or 15 years, and that the cost of labour had increased but very little. He admitted that the quality of the labour was very different from what it used to be; but as against that, there was the advantage of machinery, and he held—although he thought they were over-educating farm labourers—that, for the future, an educated labourer was almost a necessity for successful agriculture.

Captain P. G. Craigie (Visitor) had listened with very great interest to the speeches which had been made, and which, coming as they did from practical men, were much more instructive than the greater part of the matter which

had been written of late on the subject of agricultural depression.

The point on which he proposed to offer a few observations was as to the increase of local rates. It had been asked was this increase real, and had it contributed in any considerable degree to the existing pressure? That there had been a great increase of rates, was beyond question, and the mere quotation of the rate in the £ did not suffice to show this. On contrasting the standard of assessment now with the standard of assessment, say, in 1841; it would be seen at once that the amount paid per acre in the shape of local rates had greatly increased. No one would assert that the increase had caused the present depression, but when a man was down, a burden put on his back was very much more severely felt than when he was strong and erect, and in this way the present pressure of local taxation might be fairly regarded as a serious aggravation of the landowner's and the farmer's trouble. He agreed with Mr. Huskinson that the abolition of turnpikes had worked great injustice, but he did not think that the transfer from tolls to rates had been produced by any single piece of legislation, but rather by the results of repeated extinctions of trusts. It was, generally speaking, by means of the combined effects of many measures affecting the taxation of country districts, that burdens had been slowly accumulated on the backs of the agricultural class. The discussion of this subject by the Institution could not fail to elicit information of the highest value in view of probable legislation for reducing some of the inequalities of taxation which now bore so severely on the agricultural interests.

He trusted that in any measures for the amelioration of the present evils the question of local rates would receive

due consideration, as it was the most practical way in which the Legislature could interfere. Its taxation must be lightened, if the land was to be again set sufficiently free to face either competition or depression with any prospect of success.

All the information he could gather entirely corroborated the opinion expressed by the writer of the Paper, and by some of the speakers, that the main cause of the existing state of things was to be found in the rainfall and deficient produce of the last five years.

Mr. R. W. Mann (Member) entirely agreed with what Mr. Huskinson had said, and the present discussion would demonstrate what were the real causes of the depression as distinguished from the false causes, frequently advanced by those ignorant of the subject, and by some whose motives were not perhaps of the most disinterested kind. There was little or no difference of opinion among practical men who knew what they were talking about as to the cause of the present depression, and almost unexampled distress among farmers.

He thought that all were pretty well agreed that the unpropitious seasons were the principal, indeed, almost the sole, cause of the depression. He lived very much among farmers, and could endorse what Mr. Grey had said. There were some who had nothing fit to send to market—neither hay, sheep, nor corn; so that American prices did not affect them. No doubt it was difficult to compete with America at present prices, but he could not help thinking that English farmers could do so successfully in time, or would find something that would pay to grow, even if they were undersold in beef, mutton, and corn.

He hoped to hear more details as to the relative crops,

and some comparison as to the state of affairs in the various counties. It was clear that the distress and depression were anything but uniform or universal. A client of his, a large landowner in Wiltshire, told him, a month since, that he was £4,000 short in his Michaelmas rents, and expected to be worse off at Lady-day. He (Mr. Mann) could name several worse off still. Another client in Devonshire wrote him a note, showing a totally different state of affairs. One thing seemed very certain, and that was, that the general and indiscriminate allowance of so much per cent. off rent was quite a mistake, and he took it that many were taking this course because others were taking it, and they did not want to be thought mean.

He hoped they would have heard more as to sheep farming and the prevention of rot, and feared it must be assumed that there was nothing reassuring to be said on the point. He would have liked to hear about artificial manures, and what effect the seasons had on their sale. A great many artificial manures were sold which were of very little value. Had farmers as a body a sufficient knowledge of chemistry to guide them as to what artificial manures should be put on the land? Was it not more often the case that they were canvassed by the travellers of manure merchants, who pushed their wares with such pertinacity that, *nolens volens*, the farmers were induced to try them before ascertaining whether their farms were likely to benefit thereby?

He noticed that manure merchants made large fortunes; not so their customers.

Most would agree with Mr. Huskinson as to the false causes put forward. In advocating small holdings, Mr. Chatfeild Clarke took them all abroad with him up the Rhine, and into countries where soil, crops, and all the

surroundings and circumstances differed entirely from those of this country. He had travelled a great deal abroad, and had noticed that the small proprietors mostly set their wives and daughters to do the tilling and hard work, while they confined themselves to smoking and looking on. It was only fair to say that, generally, the work was not hard.

He agreed with Mr. Clarke that the cheaper and easier the transfer of land, the better; but he thought that that gentleman had been singularly unfortunate in the choice of his solicitors. He (Mr. Mann) had paid many solicitors' bills, and never had occasion to demur or be dissatisfied.

With regard to primogeniture, he had no objection to its abolition, although he did not quite see that the State was bound to take care of people who would not perform so simple a duty as making their wills. But with regard to entail, limited as it was by law, how was the custom to be altered without interfering with the liberty of the subject? Would it be right to prevent a man from providing for his widow, his son, or his grandson, or any other of his relations out of his estate, whether freehold or leasehold? And it must be borne in mind that consols or any other property could be charged or settled. How was it possible to interfere?

As to small farms, there was no difficulty or objection made by owners, as far as he was aware, to letting small farms; in fact, the system had been tried over and over again, and if the small farms did not increase in number, but the reverse, it was because they did not pay.

The cause of the present distress was to be found in the successive bad seasons, rendering it impossible for any farmers, but those exceptionally placed as to capital or crops, to hold on. Some were manfully tiding over the bad times; others, where they could, were throwing their farms on the hands of owners, while many were utterly ruined and candi-

dates for charity, and for these last might he be permitted to remind those Members who were able to subscribe, and did not already do so, that there was a most excellent institution —the Royal Agricultural Benevolent Fund—that was of great service to deserving cases?

He could bear out what Mr. CLUTTON had said as to the utter failure of FERGUS O'CONNOR's Scheme.

The distress had thrown thousands upon thousands of acres on the hands of landowners, many of whom had neither inclination nor sufficient knowledge, nor available capital to embark in extensive farming operations, and especially with greatly reduced incomes. Now as to the future. A leading article in one of the Newspapers, after giving as the reason for the depression, bad seasons and low prices, lately asked this very pertinent question—"Is the small farmer of the future to succeed by his thrift, or the large one by his capital?" He hoped there would be room for both—the former, probably more of a market gardener, the latter the farmer proper, who, with education, capital, intelligence, and perseverance, industry and machinery, would compete successfully with the American, as he had hitherto done. He did not believe in the "Britisher" being beaten. He believed in the future of Great Britain, agriculturally and otherwise. He had hopes that one of the principal results of the present depression would be—in fact he could not see how it could be otherwise—that our landowners would themselves more generally farm their own land; not as a hobby, or from necessity, as at the present crisis, but from choice and for profit.

He could name a great many who had already given their entire attention to agriculture in preference to politics, and were farming largely, and the number would increase. Some were sending their sons to colleges were they could

get technical knowledge on the subject, and to practical farmers afterwards.

On the motion of Mr. J. Shaw, the discussion was then adjourned to the next Meeting.

Tabular Statement of the Figures comprised in the Report of Mr. T. Smith Woolley's *Speech* (*page* 175), *showing the relative degrees in which the prices of wheat, barley, and oats affect the Tithe Commutation Rent-charge :—*

					Tithe Act averages 7 years preceding Christmas 1835.					Average prices, 1879.				
	£	s.	d.		s.	d.				s.	d.		£	s.	d.
Wheat	33	6	8	at	7	0¼	per bushel	=	94 bushels, at	5	9	=	27	0	6
Barley	33	6	8	at	*3	11½	,,	=	168 ,,	,,	4	9	=	39	18	0
Oats	33	6	8	at	2	9	,,	=	243 ,,	,,	2	9	=	33	6	8
	£100	0	0						505					£100	5	2

* This amount was erroneously given as 11½*d.* in the report (page 175, line 19) of Mr. T. Smith Woolley's speech.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, March 1st, 1880.

THE PRESIDENT IN THE CHAIR.

The adjourned discussion on the Paper, by Mr. W. L. Huskinson, entitled, "The Present Depression in English Agriculture: its Real and Assumed Causes," was resumed by

Mr. J. Shaw (Member), who said that, before continuing the discussion, he wished to express the great pleasure he had experienced in listening to the instructive speeches of Mr. Huskinson and Mr. Clutton at the last Meeting. There were, however, one or two points in Mr. Huskinson's speech to which he should like to refer before discussing the Paper, and the first related to the question of rent. He understood Mr. Huskinson to state that rent had increased on the average something like 3*s.* an acre. Taking the averages of rent throughout the country, this would probably represent the increase; but, so far as his own experience went, rent had not increased to such an extent in purely agricultural districts. He was aware that some low rents which had been paid for many years had, on re-letting, been raised considerably, as well as the rents of accommodation lands, and lands which had been changed in character by having railways and other facilities opened out

to them; but he was not prepared to agree that there had been a uniform increase of 10 per cent. He was borne out in this opinion to some extent by the fact that, in the autumn of last year, he had occasion to value some land in his own neighbourhood, and, happening to refer to earlier valuations, he was astonished to find that in almost every case the valuations made 50 years ago were something like 10 per cent. higher than that he had recently made, and that was also the case in another part of the country where he compared the present valuations with others made some 40 years ago. In making a valuation in the county of Stafford last September, on the occasion of re-letting an old farm which had been in the occupation of the tenant many years, he was under the impression he could raise the rent. When he came to look over the fields and to compare his valuation at the present time with the valuation of that date, he was surprised to find that they nearly agreed, and in no case did his valuation exceed the valuation of 40 years ago. This seemed to him such an extraordinary fact, that he referred to the averages, and found, in the case of every description of produce except wheat, that they were much lower at that time than at present. Therefore, taking all the facts together, he had come to the conclusion that the rents had not been increased to the extent which Mr. Huskinson supposed them to have been.

The labour question had also been referred to by Mr. Huskinson, and he was inclined to agree with him entirely on this point. Although there had been great improvements in machinery and in the mode of management, still he was inclined to think that labour had certainly increased very considerably, particularly when it was remembered that not only unskilled labour, but also the labour of the wheelwright and the blacksmith who were employed on the farm had to be taken into account. He thought on the whole that there

had been a great increase in the amount of labour for which the farmer had now to pay.

The increase in the rates had been estimated by Mr. Huskinson at something like 2s. an acre. He (Mr. Shaw) believed that The President also had stated that rates had increased something like 2½ to 5 per cent. on the rental value of the land. He noticed the other day that at the Leicester Chamber of Agriculture it was stated that relief amounting to something like two millions a year had been given to the ratepayers since 1874 by transfers from local to Imperial taxation; but it was also stated that a charge of something like £400,000 had been incurred by reason of the ratepayers having now to repair the turnpikes. With regard to turnpikes, he agreed entirely with what Mr. Huskinson said—that those who used the roads should pay for them, and in several cases which he could mention, it had been a great hardship that the turnpikes had been thrown on the parishes which had received really no benefit from them, and the rates had certainly increased in those cases very much indeed. It was remarked by Capt. Cragie, at the last Meeting, that the standard of assessment had been increased. In consequence of that remark he had taken the trouble to make some enquiry as to the amount of assessment in different Unions in which he was interested, and he wrote to eight or ten different clerks of Unions and received from half-a-dozen of them returns showing the rateable value and the increase of rates during the last twenty years. He asked them, knowing from experience that the assessments were, as a rule, lower before the passing of the Union Assessment Act, to give him a return of the rates payable before that Act came into operation. He had these returns as well as those for last year, and was much surprised at the facts they displayed.

He might premise that he was now speaking only of Poor

Rates, which of course included the County Rates and, in some cases, the Burial Board Rates, the School Board Rates, and the Sanitary Rates—the Highway Rates and the Local Board Rates were not included in the returns. In Union A, in 1860, the rateable value was £190,000, and the Poor Rates and County Rates £16,550, or 1*s.* 9*d.* in the pound. In 1870 the rateable value was £261,000, and the Poor Rates Assessment £26,000, or 2*s.* in the pound. In this case, although the rateable value had increased, the rate in the pound had also increased. He found that in 1878 the rateable value was £395,000 and the expenditure £36,517, representing only 1*s.* 10*d.* in the pound on the whole Union. In Union B, in 1863, the rates were 2*s.* 7*d.* in the pound, in 1870 2*s.* 3*d.*, in 1879 1*s.* 9*d.*; and last year, included in that 1*s.* 9*d.*, there was paid £7,056 to Highway Boards, and £3,565 to Burial Boards. In Union C, in 1859, the rates were 2*s.* 5½*d.* in the pound, in 1879 2*s.* 3*d.*, and in that year (1879) £2,355 was paid to Highway Boards, £188 for sanitary purposes, and £1,472 for School Boards. In Union D, in 1862, the rates were 2*s.* 4*d.* in the pound, in 1870 1*s.* 11*d.*, in 1879 1*s.* 6*d.*, including Rural Sanitary Authority and School Attendance Rates, of which he had not the particulars. In Union E, 1*s.* 6*d.* in the pound in 1861, in 1871 1*s.* 4*d.* in the pound, and in 1879 1*s.* 4*d.* In Union F he had no return for 1861, but he had the return for 1870, which was 1*s.* 4*d.* in the pound, and in 1879 1*s.* 4*d.*, which included the School Board Rates and Sanitary Rates. Those returns, to his mind, were very important. Of course the land had not increased in area, but no doubt the operation of the Union Assessment Act had, to some extent, increased the rateable value upon the land, but this would operate of course more particularly in the first period, namely, 1870; but the increase in rateable value from that time up to the present must

have resulted from other causes—from the increase of buildings and other property such as railways. Another operating influence (though not, perhaps, a very great one) was the rating of woods and sporting rights. The question of rates was not, to his mind, so far as the County Rates, Poor Rates, and rates paid by the Union were concerned, such an important element in the increase of charges on land as he himself, before he obtained the returns (which he gave for what they were worth), had expected to find it.

The author of the Paper had enumerated, as real causes of depression, unfavourable seasons, lowness of prices, cost of labour, increased rates, and American competition. To these he (Mr. Shaw) would add two others which had been mentioned in The President's Address—namely, the inflation of commerce, the rise in prices, and the subsequent reduction of trade. He considered these to be important factors in the question. He was, however, clearly of opinion that the main cause of all the distress was the seasons —the four seasons previous to 1879, which were, generally, very bad indeed, culminating in the most deplorable season of last year, which could hardly have been worse. In all his experience he had never seen fallows in such a state as they were last year. In 1879 there had been an almost total loss of green crop, added to which what little grass there was was almost good for nothing, either as feed for animals or to produce milk. In some districts he had to deal with, the cattle were only out of their sheds for a few weeks at the end of last summer, and from October 1878 until the present time they had got very little from the ground at all. Added to the loss of crops, there was now, unfortunately, a calamitous outbreak of rot in sheep—a very great disaster indeed, and one from which his own district was suffering severely. A tenant recently informed him that he had lost

the whole of his flock, and expected that he should also lose some of those he had bought to replace them. The severity of the outbreak was due, he thought, in some degree to the fact that farmers had not fed their animals on better food earlier in the year, and some of the farmers in his district had come to the same conclusion. He had himself adopted this plan when he saw that some of his sheep were not doing well, and he was thankful to say that up to the present moment he had experienced no loss.

He did not remember a time when lands, generally, had so seriously deteriorated. Some six or seven years ago he had to go over a very fine estate, and, at the urgent request of the owner and of the tenants, he had recently gone over it again, and had never seen so great a change in land during so brief a period. Wherever the land was at all unsound the seasons seemed to have had such an effect that for some time to come it would be absolutely deteriorated; and never was drainage so necessary as at the present time.

As to prices, it was quite unprecedented to have the lowest price at the time of the lowest production. No doubt some present had known, as he had known, really good profits made in times of low prices, when the crops were abundant; but last year came a concurrence of extremely low prices with most wretched crops. This was the case with regard to all produce, with the exception of beef and mutton, the prices of which, with the exception of a certain period, when American produce was brought into the market, were, on the whole, satisfactory. For many years previous to 1853 beef and mutton were not more than 6*d.* or 7*d.* a pound; and when beef was 7½*d.* to 8*d.* a pound, there was not very much fear for the farmer in this respect.

He agreed with the author of the Paper that American competition was a very "serious matter," and it was necessary, if possible, to adapt English farming to the altered

circumstances; but the accounts as to the extent and probable duration of the competition were so conflicting that it was very difficult to come to any definite conclusions respecting it. On the one hand, one heard that millions of acres of prairie land were ready for the growth of wheat; that there was nothing to do but to turn it over, and raise crops of wheat immediately, and for any length of time. On the other hand, it was averred that prairie land soon became exhausted; and it had been said that the cultivation of land in America could not be continued in the same ratio as for the last few years. Mr. DUNLOP had given, what of course was valuable, the result of his experience; but for his own part, before he ventured to form an opinion, he should certainly like to hear the outcome of the enquiry instituted by the Royal Commission.

The competition was likely to be most effective as regarded the price of corn. From all he could learn, American meat could not be sent to this country much under 7½*d.* or 8*d.* a pound; and, if that were so, he did not think there was much to fear. But wheat at 45*s.* per quarter was, he agreed with Mr. WOOLLEY, a very serious matter. He was not prepared to say that wheat could be profitably cultivated in this country at 45*s.*; but, at the same time, he should not feel disposed to advocate that all the wheat land in the country should be laid down to grass, as he thought that wheat cultivation, even for the sake of straw, might be made, to some extent, profitable.

As to the measure of the distress, the author of the Paper, at page 142, gave some examples. He had taken out statistics covering a period of five years, by way of illustration, and gave an instance of a farm in Nottinghamshire where the average produce had been during the period from 1869 to 1873 something like 3·24 quarters, or, practically, 26 bushels; and, in the period from 1874 to 1878, 22

bushels, making a difference of four bushels an acre. An eminent statesman, in his speech the other day in Midlothian, said that the average produce of an acre of land from 1869 to 1873 was 26 and 4-5ths of a bushel; and from 1874 to 1878, 26 and 3-5ths of a bushel, or only 1-5th of a bushel less in the latter period than in the former, but he deemed Mr. Huskinson's statement the more reliable of the two. The author had shown a loss of £3 9*s.* 5*d.* per acre per annum, from 1875 to 1878, as compared with the average £9 16*s.* of the seventeen previous years.

In a Paper which had been placed in his hands some time ago, it was stated that for six years, from 1873 to 1878, wheat fell to an average of £7 9*s.* per acre compared with the previous six years, when it was £9 7*s.*, which was also the average of the previous 24 years, making a difference of £1 18*s.* per acre, as against £3 9*s.* 5*d.* as given by Mr. Huskinson. In the last four years the average was only £7 4*s.* per acre, leaving a difference of £2 3*s.* between the average of the last four years and Mr. Huskinson's average of £3 9*s.* 5*d.*

At page 146 Mr. Huskinson went on to show that the loss on wheat and barley from 1875 to 1878 on 700 acres for four years was £635 per year, being a total loss of interest on capital for five years, and in addition a capital loss of £935. He did not question Mr. Huskinson's figures for a moment, but he did not think that it would be a fair average to take generally, because there were many other products on a farm of 700 acres besides wheat and barley, and he thought that during the whole period, until last year, every description of produce, except wheat and barley, sold well—horses and cattle of every description for instance. He was quite prepared, however, to accept any statement with reference to the deplorable position of the tenant farmers at the present time, but in forming an opinion as to the general loss

the author's words should be borne in mind, viz., "English agriculture, in fact, embraces a very wide range of products, and the causes of the depression are various; and to obtain clear views, and to prevent confusion, each description of farming would require to be separately considered. The results in each case, even then, would be the product of many-sided causes." He (Mr. SHAW) was inclined to agree with him, and he thought no calculation that could be made would apply to farmers generally; in fact, he could give, from his own experience, instances where farmers on the one side of a fence would complain of losses, and on the other side would admit that they had not done much amiss; and, taken from an outside point of view, it was almost impossible to say what were the causes of the loss in the one case, or of the success in the other.

The author of the Paper went on to enumerate alleged causes, but which, he submitted, were false ones, and he (Mr. SHAW) agreed with Mr. HUSKINSON, that practically none of those matters had any bearing upon the present depression. He did not himself object to small proprietors or small occupiers, and he was aware they had increased very much indeed during the last 30 years. His own experience, however, went to prove that some of these small owners were farmers who had done well and had invested their money in land, but had not farmed it themselves, preferring to occupy farms at moderate rents, and let their own land at the best price they could get. It was said by a speaker at a recent meeting of the Farmers' Alliance, that holdings should be of a size that offered the agricultural labourer a chance of becoming a small farmer, and the small farmer a large one, and the practice of providing small holdings of the kind had been in existence for many years on various estates under his charge. He agreed with the speaker to whom he had referred that

this course was a desirable one when practicable, but it was in no sense a cure for the evils which now weighed on British agriculture. As a rule, he found that the occupiers of small farms would very much prefer occupying them under a large owner to being themselves the owners. He had charge of an estate on which there was a very large number of small occupiers—several hundreds of them—occupying from 5 to 20 and 30 acres apiece; and he was sure that every one of these occupiers would agree that it was very much better to pay the moderate rents which they did to his client, with the practical security of tenure which they enjoyed (for they were never turned out so long as they paid their rent and looked after their land properly), than to be actual owners of the land. He could cite instances of holdings which had passed from father to son, as shown by the receipts (or acquittances, as they called them), for something like 200 years back.

A reference was made to Fergus O'Connor, which carried him back, in memory, to 33 or 34 years ago, when he was actively engaged in experimental farming. A gentleman with whom he was engaged at the time presented him, for his information, with a copy of Fergus O'Connor's book, which he casually came across again a few days ago. He had brought the book with him, and it would perhaps be instructive to refer to what was said at that time about small farming. The writer introduced his book as "A practical work on the management of small farms for the working men of this country, so that each man who is willing to work may be independent of every other man in the world for his daily bread; so that the prosperity of the country shall consist in an aggregate of happy individuals rather than in a community of a few owners of all its aggregate wealth; and upon whose speculative whim and caprice the poor man must now depend for his bread."

There were one or two other passages which might interest the Meeting. At page 151 of the book, were set out "the several crops to the production of which 4 acres of land (the acreage was limited to 4 acres), with the labour of one man, may be most beneficially applied":—1 acre of potatoes; 1 acre of wheat; 1¾ acres to be appropriated as hereafter described, and ¼ of an acre for kitchen garden. The stock to be fed upon the produce of the land so cultivated to consist of 4 cows, 6 pigs, 6 sheep, besides poultry.

The author of the book went on to give what he believed would be the profits derived from the 4 acres of land, viz.:—Produce of 4 good cows, yielding 64 quarts of milk a day, at 1½*d.* per quart, £73 12*s.*; profits upon 5 bacon pigs in a year, £25; on 6 sheep, £6; the produce of an acre of wheat, £7 10*s.*; the value of 4 calves, £2; besides eggs, honey, and vegetables over what was required for consumption, and which were estimated to yield a profit of £10; total profit, £124 2*s.* on the 4 acres of land which, after deducting £24 for rent, tithes, and taxes, was to leave a clear £100 a year for the profit of the man. Of course it was idle to dwell for a moment on such a calculation; still, as the subject had been mentioned, it occurred to him that the extracts might be interesting.

It was urged by Mr. Chatfeild Clarke that "in order to further the prosperity and happiness of the people of England it ought to be the endeavour of all to promote a subdivision of land to some extent into small freeholds; and that nothing would tend more largely to relieve the prevalent distress, and put an end to the unhappy condition in which the tenant farmers now found themselves." He (Mr. Shaw) need not say, after the remarks he had made, that he did not agree with Mr. Clarke. Another cause of depression was said to be the absence of leases. It so hap-

pened that he had in his own county perhaps as much to do with leases as any other member of his profession; but he ventured to say that, where leases existed, the farms were in no instance better managed, and in many cases not so well as under ordinary agreements. The tenants, indeed, not only did not wish to have their leases renewed, but they were very glad to get rid of them, and be put under a proper agreement.

A good deal had been said about the Agricultural Holdings Act, and the speaker at the meeting of the Farmers' Alliance, to whom he had already referred, ridiculed the application of the Act altogether, and characterized it as a dead letter. He (Mr. Shaw) might mention that since the passing of the Act he had himself revised nearly the whole of the agreements of the large estates he had to do with, and had incorporated in those agreements the greater part of the Act in question. He took upon himself to bring that Act under the notice of a meeting in his own county, and he pledged himself on that occasion that, when it came into operation, he would do the best he could to carry it out. The whole of the owners he represented were so good as to leave the matter in his hands, and he sent to all the tenants a draft agreement incorporating the Act. The agreements were specially drawn to meet the requirements of each particular property, and they were settled according to circumstances.

The plan he adopted was this. He had an agreement drafted, and sent it out to each of the leading tenants in the different parishes, with a circular letter inviting them to call their neighbours together and discuss it clause by clause, and stating that he should be very happy to meet them and go through it with them. Some of the tenants began to be a little apprehensive of innovation, but he settled matters with each and all of them without difficulty, and in the

result had given them the benefit of the Act, coupled with liberal agreements. He mentioned this for no personal reasons, but because it should be known that some, at any rate, of the largest owners had done all they possibly could to give their tenants every advantage offered by the Act. On a considerable portion of those properties, where the hay and straw belonged to the landlords according to the old agreements, the manure belonged to the landlord; and the hay and straw which was left at the consuming price was worth scarcely anything. This custom was revised in connection with the new agreements, and the tenants now had the manure. He believed himself that if the manure was the property of the tenants they would have an interest in causing it to be properly made, to the consequent improvement of their land. On some of the estates for which he was concerned, what (had it been valued) would have represented a very large capital sum, had been given away simply for the purpose of encouraging the tenants. Not only had they been given the manure, but it had also been agreed to give them the full value for their hay and straw on going off, as well as a most liberal tenant-right; perhaps even more liberal than the tenant-right provided for by the Agricultural Holdings Act itself. All this, he thought, went to prove that the present depression was not attributable to restrictive covenants or to uncertainty of tenure.

Next as to one of the remedies Mr. Dunlop had suggested—the desirability of a small import duty upon corn. Years ago, before the duty was entirely taken off, he should certainly have agreed with the proposal, but at present it was quite hopeless to look for any relief of the kind.

He did not think that any legislative action would be of benefit, except as to the regulation of burdens upon land.

The legislative action taken in the case of the Contagious Diseases (Animals) Act had certainly been of great use and done material good in warding off disease from this country.

Where rents had been fixed with reference to high prices they must, of course be lowered, and where land had become deteriorated a permanent reduction of rent should be made. If times continued bad, of course revision would be necessary, but he was hopeful as regarded the future. In the interim, landlords must do as they had done. They must make returns where necessary, and do all in their power to meet their tenants in a liberal spirit. A reduction of 10 per cent. or 15 per cent. was not much to the tenant at the present time, but it was a great deal out of the landlord's pocket when other large outlays for improvements were being made annually He thought those who spoke against large landowners would perhaps be surprised if they could see the accounts of some of them, showing as they did that 30 per cent. or 40 per cent. had been spent annually on estates for some years past without any return whatever going into the landlord's pocket; and (he spoke from his own knowledge of the facts) this was very frequently done by the owners of entailed estates.

He agreed with Mr. Woolley that, so far as poor clay lands were concerned, the prospect was very serious; but he did not take quite such a gloomy view as that gentleman had taken. He had long thought that the old system of farming strong lands had not been improved upon. He remembered excellent crops, in his early days, which had been taken off strong lands farmed on the old-fashioned system of seven or eight courses—three crops of straw, with good fallow, and three or four years of seeds. He believed the land had been kept in better heart, and that the cost of cultivation had been very much less under this system than

under the system pursued on strong lands for some years past. Strong lands at the present time were, as a rule, in a most wretched state—a natural consequence of the seasons during the last four or five years, and since the repeal of the corn laws he had done all he could to encourage the seeding down of such lands. This was, of course, a serious matter, and could not be done by the tenant alone. Moreover, it was not possible for all the strong lands to be seeded down, nor would it be desirable; for although, as he had said, a farmer could not be expected to grow corn at 45*s.* a quarter, still, by means of an improved mode of cultivation and a change in some of the rotations, a large amount of straw might be obtained, and straw had become extremely valuable.

As regarded the sale of straw, he held that, as a rule, it was most desirable, if possible, to insist upon the straw being consumed. The case, of course, was different in the neighbourhood of London. As a rule the straw should be consumed on the farms; but to enable the tenants to benefit by the great price of straw, and to encourage the farmers in the neighbourhood of large towns who got a ready sale for it, he had allowed it to be sold off on certain conditions, which had been generally agreed to. Last year he examined some wheat crops, and, bad as the season was, there was as good a crop of straw as he had ever seen. In an ordinary season there would have been six quarters of wheat to the acre on that land instead of the "three quarters," at which the tenant computed the probable yield. The straw, however, was of very great value.

The drainage of land was, he thought, one of the most important of the remedies called for by the present state of things. Some ten years ago the impression was that the drainage of land had been carried too far, and that there was danger of getting short of water; but that was not the

impression at the present time. Everything else should, he thought, be allowed to stand aside until the land was properly drained.

Another remedy would, he thought, be found in mixed husbandry. It was an unfortunate thing for a man to be dependent on one class of farming, and have "all his eggs in one basket," and he thought some improvement might be made in this direction.

Then as to graziers. It was mentioned by the author of the Paper that graziers had had to buy cattle at a high and sell them at a low rate, and this, of course, was his experience as well as that of others last year, and in some of the best managed farms he knew of, nothing was sold off until it was ready for the butcher—a plan he had encouraged as far as possible. This of course was impossible in the case of large graziers; but, as a rule, it would be very desirable if farmers could attend a little more to the rearing of cattle, in order to make themselves less dependent on the state of the markets than they were at the present time.

The milk trade was a very important one, and was likely to become a very large one, but he would like to see more profits going into the pockets of the farmer, and less into the pockets of the middleman.

He thought that too little attention had been paid to little things upon the farms. The home production of eggs, butter, and poultry, and fruit cultivation had been rather neglected for some years past. These things were now imported to a great extent, but he did not see why they should not be produced with advantage in England.

In conclusion, he agreed with the author of the Paper that the agricultural question "comes home" to every one connected with land. Every land-agent in the room must have had untold difficulties to contend with. He sympa-

thized much with the tenant farmer. Although there were some of them who might with advantage be improved, still, as a class, British farmers were deserving of the utmost sympathy and support in this time of trial, and he, for one, should be extremely sorry to see the present race of farmers disappear. He trusted that, with the blessing of Providence, with good seasons, and the revival of trade, prosperity might ere long return.

Mr. J. Banks Stanhope (Visitor) said whatever might be the differences of opinion as to the causes of the present depression there could be none as to its extreme seriousness. There could be no doubt, he thought, that the main cause of the distress was the deficient quality and quantity of the crops —deficient quality mainly owing to the rain, and deficient quantity owing to the seasons—coupled with the enormous importation which had kept down the price. On his home farm of 400 or 500 acres, and in other parts of Lincolnshire, in 1878, the crops were not deficient in quantity, but the quality of the corn, owing to the wet weather during the harvest, was so extremely bad that they could make nothing of it. It would be well, therefore, to inquire to what degree the low prices of corn were due to foreign importation, and to what degree to the bad quality of the corn.

When he used the word "mainly," he was, of course, aware that there were different points, not without considerable bearing on the question, and which had been alluded to very ably by preceding speakers. The question of labour, the depression of trade, and the increase of rates had certainly had a great deal to do with the depression; but, so far as he was able to judge from local knowledge, the main cause had been a succession of bad seasons. It was possible, also, that the depression had been much aggravated in some districts by other causes, such as the want of drainage, the

absence of proper buildings, and deficiency of security for money laid out by tenants.

Looking at it broadly, no amount of care and foresight on the part either of landlord or agent could have averted any appreciable portion of the present distress; and all that remained to be done was to consider their course for the future. This was the second serious crisis within his experience, and those who were as old as himself would remember the bad years of 1848, 1849, 1850, 1851, and 1852, which were very nearly as bad, and, in some respects, worse than the past five years. The losses of the tenants at the former period were most serious, and great distress resulted. It struck him then, and it struck him now, that the great point to look to was the maintenance of good cultivation. A cycle of bad seasons was generally followed by a cycle of good seasons; but when the cycle of good seasons came it was in the highest degree important that the land should be in good condition for growing abundant crops, to compensate for past losses. The seasons could not be controlled, but land might be drained and made ready for the days of returning prosperity.

He could not go the length of saying that stock feeding could be made under all circumstances profitable, but with good yards and proper sheds the stock would do better, and the manure would be improved.

It was not possible for the landlord to control the labour, but he believed it was possible by the erection of comfortable and convenient cottages to attract better labourers to one's property, and keep them there. A Lincolnshire farmer said to him some years ago, "If you build a good cottage for the labourer he will not leave it, and if he does, his wife will not." There was no better plan for meeting the difficulties of the times than to materially improve the property. He believed that was the advice

given by the Institution of Surveyors last year. It was a better form for assistance to take than a rent return to the occupier, and it benefitted the owner and tenant alike. He was a great believer in the theory, that the interests of a good landlord and a good tenant were identical. He remembered a time, some 30 years ago, when a feeling akin to desperation existed, and everybody wanted to grow more corn, and it was only by stringent measures that he prevented injury being done to himself and the tenants.

He was much in favour of the Lincolnshire custom, and of giving the tenant fair compensation for all the money he spent on improvements. He believed it was by far the best and cheapest thing the landlord could do to give the most liberal agreement he could to a tenant for spending money, say on two things—viz., artificial manure for turnips, and cake for feeding cattle and sheep. He had himself tried to be very liberal for some years. He had practically given the whole of the last year's cake—two-thirds of last year, and one-third of the year before—and never had any dispute with an incoming or with an outgoing tenant. At the time of the passing of the Agricultural Holdings Act, he was no longer in Parliament, but he was consulted by many friends about it, and became acquainted with the customs of many counties in England. The custom at that time seemed to be to put a maximum expense on the incoming tenant, and give him the minimum amount of advantage. Every encouragement should, he thought, be given to the tenant to farm well; and, on the other hand, no tenant should be permitted to have an excuse for farming badly, and for this reason the most liberal agreement possible should, he thought, be given. He felt that if the condition of agriculture became the subject of legislative interference, and assistance had to be asked for, it would be a satisfaction to be able to apply for it with clean hands, and

with the means of proving that the fault did not lie with the landowners.

He had the strongest possible objection to anything like compulsory legislation, and although the Agricultural Holdings Act was a good Act, he objected to its being made compulsory, and was certain that, if the tenants were not given the amount of compensation for unexhausted improvements to which they were entitled, so strong a feeling would grow up that some action would be taken by the House of Commons, and those who had treated tenants well might have to suffer for those who had not.

One word about the peasant proprietor. Some years ago he happened to know a great deal about the peasant proprietor. He thought it was a very curious thing, that apparently well-informed people knew so very little about Lincolnshire, and were perfectly unaware that in that county, from various local reasons, there happened to be not only a few isolated examples of peasant proprietorship, but several thousands of them. He spoke more particularly of North Lincolnshire: throughout the districts from Boston to Grimsby, some 60 miles, and from Grimsby to Doncaster, by the side of the Humber, and also a curious place called the Isle of Axholme, would be found large tracts of land sold to fetch the best price in small lots, to suit the capabilities of those who wanted small holdings. The result was, that there were several thousands of small proprietors there. As a rule, the men were superior labourers, often foremen who had saved a certain amount of money, and had borrowed from the lawyers additional sums to complete the purchase-money, which was often in excess of the value. These small owners were, socially, a very successful body of men. He did not know, providing it were practicable, a greater advantage to any county than to have a large number of peasant proprietors,

for the system gave an inducement to the labourer to save his money, and encouraged him to remain in the locality. The system also tended to produce and perpetuate a superior race of labourers. He was not now in a position to know, personally, very much about the facts, but Lincolnshire farmers told him that, though the tenant farmers were in great distress, the freeholders were much worse off.

History repeats itself, and he remembered a similar state of things when he made a personal canvass of North Lincolnshire in 1852. It was not an unfrequent thing for him to see (and he should never forget the shock it gave him at that time) great strong men so moved about the prospects of the future as fairly to burst into tears, and say to him, "I cannot see my way or what I am going to do to-morrow. I only wish to God I was a labourer again!" Mr. Kaye had given a most interesting account of all the peasant proprietors abroad, but after what he had written it was necessary to go down to Lincolnshire to see what existed there. Mr. Arnold had said that he supposed he should be contradicted, because some isolated cases had been found, in some county, of people leading a miserable existence. What he (Mr. Stanhope) wished to say was this, that they were not isolated cases, and it would be found that he was quite correct in saying that small freeholders could not exist in bad times.

With regard to the future, he should be very cautious what he said. As regarded the American competition, two elements in the case were exceedingly important. On the one hand there was not the slightest doubt that the amount of fresh land was practically illimitable. They might overcrop old lands and pass on to fresh land, plough that and go on still further, but every time they moved they moved further off, and then came the question which he had not been able to solve—the question of freight. The trade of

the future depended on the freights of the future and the selling price of wheat by the time it got to England. He had been trying to get the information for 18 months, and had signally failed.

In conclusion, he concurred in the belief which had been already expressed by previous speakers—that those who owned poor clay lands must decide in what way those lands were to be farmed in the future. Personally, he was of opinion that land, if properly managed (where sheep could be grown) and the rents moderate, could be made to pay. The question of profit on wheat resolved itself into this :—"Is the wheat relied on to pay the rent; or does it form only a contributory towards paying the rent?"

Mr. E. Ryde (Vice-President) thought that all were agreed that the main cause of the present depression was the succession of bad seasons experienced in this country for the last five years. He did not propose, therefore, to dwell further upon this point; but, as a discussion of this kind was likely to be referred to under similar circumstances in after years, and should consequently be as complete as possible, he wished to fill up one or two little gaps which had been left by previous speakers. He did not think attention had been drawn sufficiently to the effect of the bad seasons on one of the staple crops, namely, hay. The season of 1879 had left the country almost destitute of good hay. This had been brought about not only by the effect of the seasons upon some of the best meadows, or by the absence of good crops in many districts, but by the want in numerous instances of an opportunity of cutting it at all. Meadows in his own neighbourhood which had hardly been flooded in hay time before, in his recollection, were, during last summer, flooded five times after the grass was fit to cut. Some grass was not cut at all until

late in November and the beginning of December, which ought to have been cut in June. This fact should, he thought, be recorded, for it was one which had added to the general distress. A good deal of the grass which was cut was only drawn into the farmyard as litter, and even that which was made into hay was of very bad quality. Added to this there was last year the absolute loss of the potato crop, in districts where potatoes were largely grown.

He thought that hardly sufficient stress had been laid upon the favourable circumstances under which American wheat had been brought into the country this year owing to the depression of trade, which threw a large number of ships upon the hands of shipowners without employment, so that they sent them to America and purchased large cargoes of grain and wheat which they brought to this country and sold at little more than cost price, and they were quite content with a small profit rather than have their ships lying idle. This was an important element in the success of the foreign competition, but it was one which would be removed so soon as the depression of trade was at an end. After the discussion which had taken place he need not dwell any further on the real causes of depression. Then came those which Mr. Huskinson designated assumed causes, and although these assumed causes had received a good deal of discussion, he doubted whether it would appear as strongly as it ought to appear in the "Transactions" of the Institution, that the Members did not attribute to this class of causes anything like the importance which had been claimed for them by some. Mr. Chatfeild Clarke might be regarded as a very good exponent of the views of those who thought that a part of the depression in agriculture was due to some of these causes. That gentleman had observed (page 180) that "some of these questions had been dealt with in an interesting manner by Mr.

Huskinson, but his treatment of such subjects as the peasant proprietor, the mode of holding, and questions relating to the transfer of land was characterized by a tone of helplessness, and by many evidences of the writer's inability or refusal to recognize how intensely a large number of people desired an alteration in the system of our land laws in favour of the mass of people in this country, believing, as they did most earnestly, that the agglomeration of so much land in a few hands was a standing evil and menace to society at large."

Now, this was a very good example of the statements made by those who favoured a great sub-division of the land. He could not attempt to go into the question at any length, but he would deal with one or two points. First, as to the peasant proprietor. He was not quite sure that he knew what a peasant proprietor was, but he would assume him to be a man owning about 10 acres of land which he worked himself. The 10 acres would represent a capital, say, of £700, at £60 an acre for the land, with £10 an acre added as tenant's capital, making altogether £700. Such a man so circumstanced would, if there were many similar owners, have nothing else to do but to till his land, and he (Mr. Ryde) ventured to say he could not get a living from it. He would have all the hard work of the agricultural labourer, with all the anxieties that the agricultural labourer was free from. If he lost a horse or a cow, he would not know how to supply its place, and would probably have to go round with a subscription list. This was the peasant proprietor. A man of the kind usually kept two creatures which he called horses; but if all the horses in the agricultural districts were like them, there would be no pleasure in travelling through the country. A small peasant owner of this class generally eked out a livelihood by odd jobs,—by making

the hay, for instance, of a man who could not make it for himself,—and so earned a few pounds and managed to exist. But this could only be an isolated instance, for if there were many men of the kind in a parish, they could not all get extra work and pick up the few extra pounds, and consequently could not live. Would it not be better for the small proprietor to get £600 for his land instead of farming it, and with his £700 so realized take 70 acres of land, an area large enough to yield him a living—becoming, in fact, a small tenant farmer instead of a peasant proprietor?

Reference was made by Mr. Clarke to what he called the "agglomeration" of estates—in other words, the making of large estates larger; but was it the case that this process was going on? Who could deny that in some instances their expansion was to the interest of everybody concerned? But was it the case that large estates were increasing in size in localities where it was not desirable they should do so?

Take, for instance, the land traversed by the main line of the London and South Western Railway; every field in that district had been familiar to him for the last 50 years. Certainly, large estates in that district had shown no tendency to become larger; and in many parishes the land had been cut up into little pieces, and the large estates of former years had been proportionately diminished in size. In the parish of Weybridge, for every proprietor when he was a boy, there were now probably 100; and in his own parish of Woking the estates had certainly not increased in acreage. When those properties were put up for sale there were numerous competitors for them, many of whom offered a much larger price for them than they could really afford to give. Where estates became larger it was probably in situations where there were large landowners, and where no one else had any special interest in the district. In short,

it was, like everything else, a question of supply and demand; and so soon as small pieces of land were required, they would be readily forthcoming.

Although some had contended that the cost of labour had not much increased during the last 25 years, most people would agree that it had increased, and that the increase represented a difference of from 7*s.* to 17*s.* an acre for cutting wheat, and from 4*s.* to 12*s.* an acre for mowing grass. The consequence had been a much larger introduction of labour-saving machinery, which may, perhaps, have compensated for the difference.

Then as to the question of rates and taxes—and here he proposed to make a suggestion. It was only since this discussion commenced that he had carefully read the Irish Land Act and the Irish Church Act. He read them because when those Bills were passing through Parliament his attention was particularly directed to what was intended to be done with reference to Irish tithes. A man who had to pay tithes in Ireland for all time before the passing of the Irish Church Act, had this proposition made to him by the Government, that instead of paying the tithes for all time he should only pay them for 40 or 50 years, when the tithe rent-charge should be extinguished. That proposal had been carried out, and he did not see why the principle could not be applied in England also.

The Irish tithe rent-charge was purchased at 22½ years' purchase; that is to say, on the basis of a 4½ per cent. security. By the assistance of the Government the money was forthcoming at about 3 per cent., leaving the difference to be applied as a sinking fund for the redemption of the purchase-money. If in this way the English tithe rent-charge could be extinguished, one of the burdens on land would be removed. It did not follow that the security of the Government need be introduced if machinery were pro-

vided which would enable a landowner, on the security of his land—itself a 3 per cent. security—to raise the money required to redeem his tithes.

Mr. T. Smith-Woolley (Vice-President) explained that, at the close of his remarks on the last occasion, he had adduced an illustration of the way in which a fixed money payment, in lieu of a tithe rent-charge fluctuating with the price of corn, would work. This illustration had been struck out of the Report, but, in deference to a wish which had been expressed, he ventured to give it once more. The illustration showed the injustice of the principle of a fixed money payment, and which appeared to him so manifestly indefensible, that he was surprised to find it seriously advocated:—

The Abbey of Peterborough, in dealing with the tithes of the parish of North Collingham, in Notts, did not, as was then usual, assign for the support of the priest in charge of the benefice, the whole of the small tithes, but the tithes of pigs and geese only; appropriating the residue to the purposes of their monastery. This residue, however, they charged with a yearly stipend to the priest of £8, which, no doubt, represented the then value of the small tithes included in their appropriation—that is to say, about one-third of the whole value of the tithes—and was, in fact, a very sufficient maintenance for him. This stipend of £8 yearly is still paid to the vicar by the Ecclesiastical Commissioners, who, as the successors in title of the Abbey of Peterborough, own the allotments assigned at the enclosure, in lieu of all the tithes of the parish, other than pigs and geese.

Until the establishment of Queen Anne's Bounty Fund, the vicar, as such, had no other income than this stipend, with the tithes of pigs and geese, for which at the enclosure he received an allotment of about 4 acres.

The benefice was augmented by Queen Anne's Bounty to about £100 a year, and had of late years been raised, like so many others under the powers of the Ecclesiastical Commission Acts, to £300 a year, which sum, so far as he could judge, was, to-day, about the exact value of the church property originally represented by the stipend of £8.

On the motion of Mr. C. Oakley, the discussion was then adjourned.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, March 15th, 1880.

THE PRESIDENT IN THE CHAIR.

The adjourned discussion on the Paper, by Mr. W. L. Huskinson, entitled, "The Present Depression in English Agriculture: its Real and Assumed Causes," was resumed by

Mr. C. Oakley (Member), who said that there appeared to be a general agreement as to the causes of the extreme depression under which English agriculture was now suffering. His object in addressing the Meeting was to make a few remarks with reference to the causes of depression enumerated by Mr. Huskinson, with a view to considering what remedies might be applied to the existing state of things.

Among the real causes, the first place was very properly assigned by Mr. Huskinson to the seasons, and what the nature of the seasons had been, and how large a percentage of the whole mischief was due to them would be seen at once by an examination of the tables of rainfall and temperature for the last five years. As to the rainfall, the one fact mentioned by Mr. Huskinson, that in the last five years the rainfall had been three inches above the average, or fifteen inches in all—equivalent to 1,515 tons of water per acre,—was quite sufficient to account for the thoroughly sodden condition of the soil, and the impossibility of culti-

vating it successfully. Then, again, the average temperature had been much reduced by the increased rainfall and the absence of sun.

It would not, perhaps, be out of place if he read a few lines which he had received from a very able member of the profession in the west of England, who was also an experienced and capable meteorologist, Mr. Nicholas Whitley, of Truro. Mr. Whitley wrote:—"The great cold of the winter of 1878-9, and the deficiency of heat in the following summer, fell with withering effect on the wheat crop. The winter months of December and January were, in the south-west of England, 5½ degrees below the average and in the middle of England (at Nottingham) 7 degrees below the mean. The four months of April, May, June, and July were, on an average, 4 degrees below the mean temperature in the middle of England. In this country the temperature decreases one degree for every 270 feet of altitude. Thus the defect arising from 4 degrees is equal to lifting the whole country from the level of the sea to 1,080 feet above it, which, practically, would place cultivated lands at an ordinary height into a temperature similar to that of the desolate hills of Dartmoor. Thus this invasion of cold fell with the greatest severity upon the wheat crop on elevated ground. From a large field of wheat 600 feet above the sea, on the Wiltshire hills, I obtained 100 stalks well grown in straw and in ear, but the weight of corn was only 24 ounces. With a full crop 600 grains of wheat will weigh an ounce, but in this case it took 1,417 grains to weigh an ounce. I send a sample of the corn." These two facts referred to by Mr. Whitley—the temperature and the rainfall—were quite sufficient, in his opinion, to account for the greater part of the existing distress.

Another calamity due, according to Professor Simonds, more to extreme wet than to any other cause, was the severe

outbreak of sheep-rot which had visited a great part of England.

The second, in order, of the causes enumerated by Mr. Huskinson was prices. There seemed to be a pretty general agreement that, taking the average of the last few years, prices were not so bad, and Mr. William Huskinson, as well as his father and other speakers, seemed to share this view. The question remained whether at the present price of wheat it could be grown at a profit, and if it could not be so grown, what could be put forward as a substitute for it? For his own part, he did not see what was to take its place on the heavy lands of England. A large quantity of the land was not adapted for barley, and this year the barley also had suffered very much.

Next, as to labour. There was no doubt that labour had increased very considerably of late years; and, so far as he could see, there was very little chance of its decreasing again to any considerable extent. It was true that during the last two years the cost of labour had somewhat decreased, but it was not reasonable to expect that there would be much further diminution, and the only compensation was the introduction of machinery by means of which the farmer was rendered more independent of hand labour than in times past. He found, on making inquiries, that the cost of labour differed very much in different localities. In the Hundred of Hoo (though a remote district), the rate now is 18*s.*, and for waggoners and shepherds, £1 a week. If the labourer could only be induced to put more energy and heart into his work, and to do a good day's work for his money, the farmer would not have so much cause for complaint.

As to rates, there had been, in his opinion, a large increase during the last twenty years, though in the last three or four years he found, on inquiry, that a little relief had been given to the agricultural interest, and a part of the burden

had been thrown on the county or on the consolidated fund. The increase which had taken place during the last twenty years had fallen very heavily on parishes which had to pay a part of the urban rates, School Board rates, and so forth; and on the land which came within the area of the Metropolitan or Local Boards of Works the increase was severely felt. He could give an instance of some land, within six or seven miles of the Institution, where the rates had increased more than four-fold during the last few years. In the Parish of All Hallows, Kent, in 1859, the rates were 1*s.* 3*d.* per acre. In 1879 they were 3*s.* 6*d.* an acre—an increase of 2*s.* 3*d.* In the parish he referred to, seven miles from the Institution, the rates were, in 1851, 2*s.* 6*d.* per acre, in 1860, 3*s.* 2*d.*, and in 1879, no less than 11*s.* 6*d.* per acre. In 1876 they were even a little higher than in 1879. When the present tenant took that farm the rates were about 2*s.* 6*d.* In Lincolnshire he found that in 1859, the rates were 3*s.* 9*d.* per acre, and in 1879, 5*s.* 1*d.*; and, if the School Board rate were added, 6*s.* an acre, or an increase of 2*s.* 3*d.* In Oxfordshire, in 1839, the rates were 2*s.* 6*d.*, in 1848, 2*s.* 6*d.*, in 1858, 3*s.* 2*d.*, in 1879, 4*s.* an acre, or an increase of 1*s.* 6*d.*; in Essex, in 1860, 2*s.* 10*d.* an acre, and in 1879, 2*s.* 6*d.* These figures gave an average, omitting the suburban case, much the same as that arrived at by Mr. Huskinson—namely, 2*s.* an acre. This question of rates was one, he thought, in which some relief might fairly be looked for in the future. The recent Highways Acts had thrown the roads entirely on the parishes, with the exception of those which were declared to be main roads. He agreed with what Mr. Huskinson said, that those who used the roads should pay for them. At present all these burdens were thrown on real property. He might illustrate the inequality of the present system in this way. Assume a gentleman living in a house

rated at £200 a year (which in a rural parish would represent a large and considerable residence), and contrast the case of the tenant of this house with that of a farmer whose farm was rated at the same amount. The occupier of the house would probably be a gentleman with an income of several thousands a year, and he would pay the same rates as the farmer who had to get his living and keep his family out of the profits of his holding.

As regarded American competition, Mr. Huskinson's very interesting Paper was, so far as he was aware, the first attempt to divide in figures the loss or depreciation which had occurred through the separate influence of the seasons, foreign competition, and other causes. The figures might or might not be actually correct (though he believed they were sound), but they afforded a basis for arguing the question, and a means of arriving at some sort of conclusion on the subject. Mr. Huskinson's results, so far as the wheat crop was concerned, showed that only one-fifth, or 20 per cent., of the depression was attributable to causes other than the seasons. Making due allowance for other crops (both barley and oats), a considerable reduction would have to be made on that 20 per cent., assuming that those figures were substantially correct. In Mr. Huskinson's calculation of a total loss of £635 on 500 acres of arable during the last five years (see page 146), he found that the loss on the wheat from competition, of 13*s.* an acre (page 151), would be £65, or about 10 per cent.—nearly half of the £635 being loss on barley. He believed there had been large importations of barley this year, but he thought the low price of barley had been caused principally by the bad quality, and not by competition. He had recently gone over a small farm in Bedfordshire, the tenant of which had, by advice, planted forty-two acres of barley instead of wheat. The land was worth about 35*s.* an acre. One field, which

was fair average land, yielded only three sacks an acre, and sold at 28*s.* a quarter, or £2 2*s.*; in anything like a decent year it would have yielded five quarters at 42*s.*, or £10 10*s.*, showing a loss of £8 8*s.* an acre. The tenant admitted that America had very little to do with that result.

It had been pointed out already by previous speakers that amongst the great combination of circumstances which had tended to depress prices was the lowness of American freights by water and railway, and the bad harvests here concurrently with the very abundant harvests in America. But those circumstances in the ordinary course were not likely to occur together again for a long period of time. The rates at which produce had been carried, both by water and land, instead of being remunerative, must have been productive of considerable loss.

Much of the produce sent here from America was not sold at a profit, but at a less loss than that at which it would have been sold at home. Freights would increase and prices would perhaps also rise very much sooner than many people supposed; and, as time went on, and our population increased, there would be an increased demand both here and in America.

He had looked through the book to which Mr. Chatfeild Clarke had referred, and it was well worth reading, but he doubted whether it had much practical application to this country. As regarded the possibility of establishing a race of peasant proprietors, it must be remembered that England stood in a different category from most, if not all, other countries. It possessed more wealth and contained a larger population relatively to its area, and the people who invested in land were content with a lower rate of interest than was the case in any other country in Europe. Land in this country must consequently ever be a luxury for the rich, and would

become so more and more, and, speaking generally, would increase in value.

Another point in connection with the same subject was this—that labour was more costly, and was better paid in England than in continental countries. He had thought for many years, and he still thought, that the small occupier who had to keep a family on a small quantity of land (say ten acres) was not so well off as a labourer who earned 15*s.* a week regular wages. Mr. Ryde had given a very fair sketch of the peasant proprietor, and he thoroughly endorsed his conclusions. If the struggle was so hard in the case of an occupier, he failed to see how the owner of a few acres could be much better off, for he had no landlord to depend upon in hard times like the present, and his labour and anxieties would be endless from daylight to dark, and one or two bad crops would reduce him almost to penury. Reference was made by Mr. Banks Stanhope at the last Meeting, to the Isle of Axholme. There was a very interesting account of that district in *The Times* of the 22nd of September last, which fully bore out his views with regard to the peasant proprietor. There were in that district some 20,000 acres, of which 10,000 acres were occupied by small occupiers or owners, the land being divided among 1,400 freeholders, or an average of something like 15 acres each. One of the points which struck him in reading the account was that more than half of the owners had found it better to let their farms than to occupy them themselves. They seemed also to be very conservative in their views as to entail, settlement, and will—more so, indeed, than the larger proprietors. The costs of transfer seemed to be small, and he supposed the local solicitors in small cases met the views of their clients in this respect. These small owners had handed the land down from one generation to another, and the writer of the article said:

"Were the law of primogeniture abolished, the small owners would be more careful to provide for the same thing by will, and it has been remarked that they are of all men most opposed to an abolition of settlements." The state of things in the district was well worth study by anyone who wished to follow up the subject of peasant proprietors, and ascertain how far the system was suitable for adoption in this country.

He believed that considerable improvements might be made in the system of land transfer, and the Bill just brought in by the Lord Chancellor would, if passed, tend greatly to facilitate transfer. He need hardly point out that anything which tended to decrease the costs of transfer would also tend to enhance the value of land. The question of primogeniture was disposed of by the fact that it was only two per cent. of cases in which the law of primogeniture operated. It was open to anyone to provide against its operation by making a will; and if he did not choose to do so, he could not reasonably complain of the law.

With regard to entails, he was bound to say that he had known instances where property was not developed as it should be, owing to the way in which it was tied up and hampered by family settlements; but Lord Cairns' Bill appeared to offer facilities for diminishing the evils arising in cases of the kind; and if the Bill had the effect of enabling the tenant for life to take the initiative and put his trustees in motion, it would go far to meet the difficulty, more especially as the tenant for life would be empowered by it to act to some extent independently of the trustees.

Next as to the law of distress. This was, it appeared to him, no hardship on the tenant. If the right of distress were abolished, the landlords, to protect themselves, must demand the rent in advance, prompt payment, or an adequate security for the payment of the rent. To alter

the law of distress might result in some advantage to the tradesmen with whom the farmer dealt, but to the farmer himself he questioned whether it would bring any advantage.

Reference had been made to restrictive covenants, but a tenancy under unduly restrictive covenants was almost a thing of the past. As a very intelligent farmer remarked to him that day, "What we want is liberty, not license," and he thought it was to the interest of the owner and the tenant alike to consent to covenants as liberal as (or even more so than) those contemplated by the Agricultural Holdings Act. The great point was to get a good tenant, and then let him do what he liked within reasonable bounds.

A good deal had been said in discussions elsewhere about security of tenure. As a matter of fact, tenants were not now so ready to take leases as formerly, and the best men were more in favour of one or two years' notice. A fair allowance should be made for unexhausted improvements. Some of the best farming in England was on yearly tenancies.

Charges of personal extravagance had been made against the farmers, and perhaps all could refer to cases in which tenant farmers had been inclined to spend more than they ought, but he did not think that there was a greater percentage of extravagance among farmers than among other classes. Any apparent tendency of the kind was rather the fault of the times, and it would be advantageous, perhaps, if every class would revert to greater simplicity of habits and tastes.

By way of conclusion, he might perhaps be permitted to refer again to the point with which he started—the cardinal point—namely, the seasons. He could only repeat his conviction that nine-tenths of the mischief arose from the character of the weather during the last five years. There was no sufficient reason to suppose that the climate of England had permanently changed. There were good

grounds for being hopeful for the future, and it would be well to endeavour to infuse a greater spirit of confidence into both owners and occupiers, so that they might be induced to take courage and to do the best they could to be prepared to take advantage of fair average seasons when they returned.

An important thing to bear in mind, where it was necessary, was draining. If the land were in such a condition with respect to drainage as to be cultivatable only in dry weather, more drainage was clearly necessary, and should be done at the present time by the landlords without increase in the rent. It appeared to him that, in the case of stiff, heavy clay land, where it had been the custom to carry out deep four-feet draining without reference to soil, the practice should not be strictly adhered to. He could not help thinking that on such land, where there was only top-water to get rid of and no spring water to contend with, it was possible to go too deep, and it was not necessary to require the tenant farmer to drain four feet deep in such a case.

The reimposition of a protective duty had been suggested as a remedy for the present state of things, but it appeared to him waste of time to discuss any proposition of the kind, and he thought these two facts supported this view—namely, that during the past year it had been necessary to import three-fourths of the corn consumed; and that the population was increasing at the rate of 1,000 a day. With such facts in view, it would be a very bold Government which attempted to impose any duty on the import of corn. Even the gentlemen who took so gloomy a view of American competition as to believe that America could import corn at a very much lower rate even than at present, would admit that a small duty (2*s.* 6*d.* had been suggested) would be utterly ineffective as a check to imports.

Mr. J. Martin (Member) said he willingly concurred in the general opinion that the Paper under discussion was a great acquisition to the "Transactions" of the Institution; and, remembering that Mr. Huskinson had said that his main object in introducing the question was to afford Members an opportunity of discussing it, he thought he might congratulate him on the success which he had met with. The opportunity offered had been readily embraced, and so far the discussion had served to substantiate, in a great measure, the conclusions laid down in the Paper.

All practical men must be in accord with the author of the Paper that to the adverse seasons must be ascribed, as the proximate cause, the depression in agriculture. He thought there were, however, several other causes calling for more particular attention than had been given to them by Mr. Huskinson.

What he desired to point out was that not only was the yield of corn last year as much below the average as the rainfall was above it, but that the ungenial seasons had also told most injuriously upon its quality and weight. Thus, the farmer not only received a smaller price for what he sold, and had a larger proportion of his produce unfit for market —serious evils enough in themselves,—but he suffered a further loss through having to add corn to every measured quarter in order to raise it to the selling weight. On many farms in Lincolnshire fully one-fourth of last year's corn was "tail" and unsaleable; and the average weight of corn this year was 55 to 58 lbs. per bushel, whilst the selling weight was 63 lbs. Moreover, the latter weight was taken to represent the standard bushel measure in arriving at the value of the tithes, and a manifest injustice was thus done to the tithe-payer.

Within the recollection of most of those he was addressing, a bad harvest meant higher prices, and no serious loss

was suffered by the farmer; but in these days there was no compensation for a bad harvest, and, to make matters worse, the inferior quality of his corn compelled the English farmer to accept even less than the current price of that poured in from America. These facts were, no doubt, obvious, but it was of the utmost importance that they should be taken into consideration in order to arrive at anything like a fair estimate of the serious losses sustained by farmers during the past adverse seasons, and in order to properly understand the depth of the present depression.

Much had been said with reference to American produce. He might mention that he happened to be travelling last month with a Chicago corn merchant, who told him that he had shipped some wheat to Hull, the freight of which, on the shortest terms, amounted to 13*s.* per quarter; that the average freight of American wheat to Liverpool was 10*s.* per quarter; and that the more intelligent farmers on the deep-soiled farms in Illinois and Iowa could not grow wheat with success, and consequently grew maize and converted it into pork for the English and other markets. His informant summed up by saying that it was ridiculous for even the moderate capitalists to withdraw their money from agriculture in this country and invest it in America.

It seemed to him that Mr. Huskinson had formed an inadequate estimate of the disastrous effects of the wet and ungenial seasons upon the grazing interest. Since this discussion began he had had opportunities of discussing the subject with some large and prosperous graziers, who confirmed him in the opinions he had previously formed. He quite agreed that there had not been much to complain of in the price of meat. But each head of cattle fed on grass for market in 1879 had, when sold, averaged 100 to 140 lbs. less in weight than it would have averaged in a fairly ordinary season. If this loss in weight were calculated at 8*d.* per lb., and assuming that one head of cattle was fed

per acre, the result was a money loss to the grazier of £3 6*s.* 8*d.* to £4 13*s.* 4*d.* per acre on good feeding pastures. The loss on inferior pastures, in respect of sheep and breeding stock of all kinds, would be in the same ratio to the rent of the land grazed. Therefore, taking those figures as correct (as he believed them to be), the wet and ungenial season of 1879 entailed on the pasture lands of England a loss equal to a year's rent. This was setting aside the fact that it was one of the most unhealthy years ever known. Another of the disastrous results of the year had been that the "busy bee" did not gather sufficient honey to keep it alive through the winter, and more than half the hives were dead already.

With regard to the question of increased cost of labour, he was sorry to say the experience of Lincolnshire farmers scarcely agreed with that of Mr. Huskinson. The quantity of land farmed by himself had varied so often and so much —it was now about 1,680 acres—that he was unable to supply any reliable data from his own books. But two friends of his had been at great pains to give him a schedule, showing what they had each paid yearly for labour for the past ten years; and their figures, upon which full reliance might be placed, pointed to the fact that during the whole period the cost of labour had had an upward tendency; that a gradual rise had taken place, until, in 1879, the amount paid in one case was between 19 and 20 per cent. more than in 1869, and in the other case 31 per cent. These figures did not include anything for repairs and depreciation of machinery, though upon both farms machinery had been extensively used.

No. 1.—Amount paid for labour on a farm on the Lincolnshire Wolds, consisting of:—

Arable	560 Acres.
Grass, &c.	40 Acres.
Total,	600 Acres.

For the years :—

1870	£771	
1871	801	Average for 10 years, £877 10*s.*
1872	848	
1873	869	
1874	904	
1875	942	Increase in 10 years, £150, or 19·45 per cent.
1876	879	
1877	917	
1878	923	
1879	921	

The above amounts did not include blacksmiths' and carpenters' wages.

No. 2.—Amount paid for labour on a farm on the Lincolnshire Wolds, consisting of :—

Arable	330 Acres.
Pasture, Meadow, Yards, &c.	168 Acres.
Total,	498 Acres.

For the years :—

1870	£507	
1871	518	
1872	627	Average for 10 years, £617.
1873	619	
1874	644	
1875	659	Increase in 10 years, £158, or 31 per cent.
1876	659	
1877	635	
1878	638	
1879	665	

The above amounts did not include blacksmiths' and carpenters' wages.

There was a great desire in some quarters for creating

peasant proprietors, but surely this was a question more suitable for prosperous seasons than for times of depression like the present. He lived in the neighbourhood of a great many of the small proprietors alluded to by Mr. Banks Stanhope, and this much he would say, that they were a hard-working, hard-living class; but no class was more dependent upon favourable seasons and prices than they were, and it was pitiable to see the shifts many of them were now put to in order to keep their little homes together. Their lands were fast falling out of cultivation, and where the soil was tenacious they appeared to be nearly beaten. Indeed, he could not understand the merest novice in agriculture arriving at any other conclusion than that it was impossible for peasant proprietors to flourish, except on deep alluvial soils where abundant labour was repaid by abundant crops, and then only by growing fruit, roots, potatoes, and other vegetables, and corn only occasionally. In fact, they must be market gardeners to a large extent, and have good and suitable land.

With regard to the transfer of land, he quite agreed with Mr. Huskinson that if the process were simplified and the cost lessened land would not any the more go into the hands of small freeholders. It had fallen to him to sell a great many small lots of land to men wishing to become freeholders, and he never knew much consideration given to the element of cost of transfer, or heard any complaint that it was an obstacle in the way of purchase.

He also agreed with the author of the Paper with regard to security of tenure. Being a Lincolnshire man, of course he (Mr. Martin) preferred a yearly agreement, embodying the usual tenant right on quitting, before any lease, as being the best and fairest arrangement both for landlord and tenant. Few farmers were now inclined to take leases for a long term, and for a short one they were

very objectionable. A friend of his told him last week that when in Scotland a month ago he was taken over three farms held by the same tenant under separate leases. Two of them were in good cultivation, and on getting on to the third he remarked that it did not cut so good a figure. "No," replied the tenant, "my lease of this farm expires in two years' time, and the land is now undergoing a process of skinning." Most lands held under leases were in the last years of the term farmed for quitting, and he did not see how anything could be devised to prevent it.

Whilst firmly believing that the wet and ungenial seasons had been the main cause of the present depression, he was not so sanguine as many appeared to be, that a prosperous harvest this year would help the farmers out of their difficulties, though no doubt it would improve their circumstances. It would take a longer time to make good the inroads made in their capital by several successive bad harvests. Besides, seasons such as those recently experienced did incalculable harm to land when well cultivated, and so much land had been neglected during the past two or three years that it would scarcely be in a proper state to produce a good crop until it had been well cultivated through a dry summer.

Mr. E. J. Smith (Past-President) said he had only a few observations to make, for the subject was so thoroughly threshed out that there was nothing to be added to the past history of the discussion. Attention must, he thought, be rather directed to the future; and it was extremely difficult to suggest how either owner or agent could do anything to aid an occupier whose capital was almost exhausted. The chief difficulty at the present time was that, on farms where occupiers had been for twenty or thirty years, bringing up their families with a high degree of comfort, it happened

that, owing to the seasons, and not at all to their own extravagance, or from any cause for which the tenants themselves were responsible, they had been reduced from a state of comfort, in some cases to a state of insolvency, and in others to a state of comparative poverty, and in almost all to a great strain upon their capital. How could those occupiers be assisted? Obviously by giving them as much time as possible. It might be that this past harvest had been the end of a succession of bad harvests; but he entirely agreed with the last speaker that a single good harvest would only tend to assist, and that it would take a series of good seasons to at all restore the occupiers to the state they were in two or three years ago. He could not say that he had any great apprehensions of the country being unable to hold its own against importations either of corn or of wheat. He thought that a recurrence of the circumstances which occurred in 1878 and in 1879 could hardly at any time happen again together; and he had no apprehension as to the future, excepting that caused by the exhaustion of the capital of the occupiers.

A series of resolutions was passed by the Council last summer, and widely circulated, with regard to the causes of agricultural distress, and he did not see any reason for adding at all to those resolutions.* They contained a

* The following are the resolutions referred to by Mr. Smith:—

1.—That the present distress on heavy clay farms exceeds, as a rule, any that has occurred for the last forty years; and that in some districts the distress on light land farms, and on poor grass lands, approaches that upon heavy clay farms.

2.—That the main cause of distress is the deficiency of yield under the last three harvests, aggravated by the bad season of 1878; and that low prices are a secondary cause.

3.—That as tenancies are held, some at rents settled probably forty years since, and some at rents settled in 1874, any uniform mode of treatment is impracticable, and that the question of relief must be considered with reference to the special circumstances of each district and form.

4.—That in Great Britain the landlord supplies, say, four-fifths of the

good summary of the causes, and he did not see any form in which the owners or agents could aid the occupiers, other than by acting on the advice contained in those resolutions.

Mr. W. J. Beadel (Vice-President) said that no one in the room, perhaps, felt more keenly than he did the present position of the agriculturists of this kingdom, both owners and occupiers.

It might be assumed, he imagined, that the agriculture of this country was a national question, affecting as it does, not only the owner and the occupier, but also the labourer and the tradesmen of the small towns scattered all over the country. The land was obviously given to us for the purpose of providing, as far as possible, bread for the population, and he could not help thinking that it would be a sorry day for England when it was felt to be no longer necessary to cultivate a portion of the land for that purpose. Was it therefore wise to put land out of cultivation and lay it down to grass—the panacea suggested by some gentlemen who thought it better that land should be so laid down if it could not be made to produce wheat at a profit? The effect of that surely must be that an enormous number of labourers, dependent for their daily bread on the employment they got from those who occupied the land of this country, would be reduced to pauperism.

He agreed with Mr. Huskinson that to the bad seasons

capital engaged on an ordinary arable farm, in the form of land, buildings, roads, fences, and drainage, and the tenant, say, one-fifth as working capital; and that the form of relief best calculated to meet the present difficulty is that of temporary aid to the present tenants.

5 —By laying down arable land to grass, by improving grass lands, by giving cake or manures, by providing shedding for additional stock or other buildings, by making roads, by additional drainage, by purchasing tenant-right, or by outlay of similar character, the landlord will benefit the present tenant, and maintain the productiveness of his property.

must, to a great extent, be attributed the losses which had befallen the agriculturists of this country. Those losses had fallen almost exclusively on the landowners and land-occupiers. The labourer certainly had not suffered, and the classes not directly interested in agriculture had been protected from the effects of deficient harvests by the imports from abroad. Without arguing for protection, strongly as he might feel upon that question, it seemed difficult to reconcile with notions of justice the fact that the whole of the losses should fall on the owners and occupiers and none upon other classes who benefitted by the results of agriculture in prosperous times.

He did not see that alterations in the laws with reference to primogeniture and entails, such as those proposed in Lord Cairns' Bill, would benefit either tenant or landowner to any appreciable extent under present circumstances. A good deal had been said against the evil effects of the existing system of entails and settlements, but he would like to ask competent judges which were the well-managed and which the ill-managed estates, taking the country through? He ventured to say, speaking from a long and wide experience, that it was the large estates of this country, in the hands of well-to-do proprietors, which were the best farmed, the best provided with everything necessary for the successful cultivation of the land, and on which was found the most contented class of tenants and the greatest security of tenure.

Some had urged that it might be desirable to cease growing wheat altogether in this country, but those who advanced such a proposition must surely be ignorant of the fact that the operations of farming could only be carried on in a sort of cycle, arranged so as to economize to the utmost the farmer's resources, while getting as much as possible out of the ground. What would be the state of things if the

cultivation of wheat were abandoned in this country? It was obvious that the farmer's horses and men must remain idle during a considerable portion of the year: or was it contended that he should sell off his horses and discharge his labourers after the harvest, and purchase more horses and re-engage his labourers in the month of February? His opinion was that the farmer, whether he grew wheat at a profit or at a loss, would have to grow it to some extent, as a necessity to the working of his farm; and if he could not do this with the prospect of reasonable profit the effect upon both owners and occupiers throughout the country would be most disastrous.

The additional cost of labour formed a very small item in the profit or loss account. No doubt the class of labour at the present moment was inferior to that of 10 years ago, and the good feeling which formerly existed between masters and men had been seriously impaired of late years. If it were possible to make the whole question of labour a matter of strict contract—so much work for so much an hour—the farmer's position would be much improved; but he was bound by the nature of his occupation to have weekly servants, for whom he was obliged to find work on wet days—work often of a most unprofitable kind.

He failed to see that any readjustment of taxation would be of material benefit to agriculturists. He admitted that taxes had been put on the land which would have been more rightfully imposed on other kinds of property; but, on the other hand, there were certain charges which had been reduced. Take, by way of illustration, a farm of 400 acres, rated at £400 a year net, and assume that the rates amounted to 3*s.* in the £, or £60 a year on the whole occupation; would it be any real help to the tenant of 400 acres if he were relieved even of 25 per cent. of that sum, or £15 a year? He thought not.

In conclusion, admitting that the past unfavourable seasons had much to do with the present depression, he could not conceal from himself the conviction that the depression had been greatly intensified by the unfair and unjust competition to which the English farmer had been subjected.

Mr. H. Jonas (Member) was very glad that at the last two Meetings the discussion turned more strictly on the main question at issue. He had obtained some results from a light land farm for the last 15 years, which he thought might be useful to the Institution. The rainfall had averaged about 24 inches a year in that period near this farm, and it occurred to him that in a dry atmosphere, wet years might produce better results on a light land farm than dry years. This, however, was not strictly the case. He found that in eight years which were wetter than the average, the wheat crop on the farm he was referring to had been 3 quarters and 7 bushels per acre, and the barley crop 4½ quarters, but in seven dry years the wheat crop rose to 4 quarters 5½ bushels, but the barley crop fell to 4 quarters 1 bushel, so that the barley crop on those lands acted as a kind of compensating balance. Thus, the barley land farmer did not suffer so severely in wet years as the wheat and bean land farmer. Out of the 15 years there had been five disastrous seasons, and out of those five seasons, four of them fell in 1875, 1876, 1877, and 1879, when the loss on this farm was nearly £3,000. This showed how seriously the last few years had affected the farmers' capital in that district. No doubt the heavy land farmer obtained a larger produce than the light land farmer in a prolific year; but on a clay land farm, the loss in a bad year was proportionately heavier on account of the greater cost of producing. There were some districts in which the farmers had not suffered

at all, but on the contrary, until last autumn, were very much better off than the majority of English farmers. He referred to Wales, where small farms of an aggregate area of 2,700 acres had been recently sold, and two-thirds of those farms were bought by the occupying tenants. This spoke well for the success of the Welshmen, which was due to the fact that they depended less upon the corn than on their store stock, which they sold so well till last autumn.

Mr. R. C. Driver (Member) said that all the speakers seemed satisfied that it was not the rent, nor the taxes, nor the other outgoings that had been alluded to which had broken down the farmers, but the succession of bad seasons. The yield had been deficient both in quantity and quality, which fact, combined with the existence of great commercial depression, had told most disastrously upon the interests of agriculture. The loss of farmers' capital had been enormous, and a long time must elapse before the country could boast again of a race of farmers possessed of sufficient capital for the due cultivation of their land, for the accumulation of capital by farming was a slow process.

The United States produced, he believed, about one-fourth of the whole quantity of wheat consumed in the world, and the production was likely to increase to greater proportions. How far the increase of production would be overtaken by the requirements of their rapidly-growing population it was impossible to say, but it would probably be some time before this happened. A client of his told him that he had recently crossed the prairies on which the bulk of the exported wheat was produced, and which had been brought into competition with the European markets by the great extension of railways in Central North America. His friend informed him that he passed through vast fields of waving corn, 10,000 to 20,000 acres in extent,

uninterrupted by a single hedgerow, and that on his return journey he saw some of it being harvested by means of enormous machines drawn by a number of horses, which reaped it by taking the corn off a few inches from the top, threshed and winnowed it, and deposited the grain in sacks in the field, to be subsequently removed to the storehouses.

When the harvest was over the straw and weeds together were burnt off the ground, and the ashes formed the only manure for the coming year. The ploughing and harvesting was done by horses, chiefly hired from the lumber trade when they could be spared.

The question of primary importance to the agriculture of this country was whether American production on this colossal scale could last. Could the prairies go on producing wheat without other manure than burnt straw and burnt weeds? It seemed to him that the land must soon become exhausted under such a process. The yield was, he understood, about 14 bushels to the acre, and the cost of production as near as possible 25*s.* per quarter, including the rent or interest on the purchase money of the land in fee, and interest on working capital invested in labourers' huts and implements.

The cost of transit to England was something like 12*s.* or 15*s.* per quarter more, or an aggregate cost of 42*s.* or 45*s.* per quarter by the time the corn reached Liverpool. It was almost impossible to believe that such prices could be sufficiently remunerative to last. Any profit there might be was due to the exceptionally low rate of freights over the 3,000 miles of ocean, and the 1,500 miles of inland carriage to the port of export. Recently, everything had been in the favour of the American producer—cheap freights, abundant sunshine, and genial weather; and so long only as these favourable conditions lasted would America produce and export these large quantities of corn. But he had no fear for the

ultimate issue, and believed that the British farmer would hold his own in the long run. Meanwhile, the general consumer had every reason to be grateful to America for the great quantity of corn and beef sent to this country, and without which prices would have risen to such an extent as to cause serious general distress.

If Providence would but give us favourable seasons, he believed that British agriculture would experience a complete revival of its former prosperity.

Sir T. Dyke Acland, M.P. (Associate), said he had been called upon by The President at the last Meeting to speak. He would gladly have endeavoured to do so, but on the cause of depression he could add nothing to what had been said; he was only anxious now to hear the summing up of The President. He wished to express his obligation to the Institution for this valuable debate. He might say for himself, that it was very important to separate the question of national interest in agriculture from the question of the value of land. He thought the nation had little interest in what might be the share of the landowner eventually. Landowners must make up their minds to throw in their lot with the agricultural classes of this country.

He thought it premature to calculate the effect of importation from America on the value of land; but it was essential to look closely into our present position to discover practicable remedies for the depression of agriculture.

There were some who seemed to think that the main object to be attained was to get men of large capital on the land, but the larger and more national view of the matter, to his mind, was how the present race of farmers were to live; and assuming them to be industrious, and possessed of reasonable means of conducting their business, what

was to be done to enable them to tide over the next few years?

He did not see what interest the country had in forcing the growth of wheat in England. If the land was ill adapted for growing it, it was surely better to work in another direction. It was shown in Colonel WARING's book that in the Eastern States of America the farmers had given up growing corn, and had been obliged to turn their minds to other branches of agriculture. They had to rise at three o'clock in the morning and milk their cows, and, after taking the milk into the neighbouring village, go home and do a long day's work. That was not yet the case in this country, but it might be as well to know how hard is the struggle of farmers in the Eastern States of America, and in what direction things were tending.

He would be extremely glad if the Institution would endeavour to get some some solid statistical information on the subject of rates. As far as his experience went, rural rates were not on the increase. There was a great deal of popular talk on the subject, and a good deal of political use was made of it; but there was a great want of information as to the effect of rates on agriculture. The collection of actual facts would be a national service.

He presumed the Members were acquainted with farmers' clubs for the purchase of manures. There were many in Devonshire and Somersetshire, and at least one that he knew of in Lincolnshire. It appeared to him that it was the most practical thing that the farmers had done, and he thought that landowners might do some good in helping, with their credit, men who were industrious, but rather short of money, in making their purchases on advantageous terms for ready money.

Mr. W. L. HUSKINSON said that he had very little to

say by way of reply; for, in the first place, the discussion had gone on the whole to support the chief points which he had raised, and in the second, anything he could say would be little else than a revised edition of the matter contained in his Paper.

The labour question was one of the phases of this subject on which he had taken rather a new line, and he was sorry to find that he was at issue on this point with two persons for whose opinions he had always, from his youth up, felt the greatest deference—namely, his father and Mr. Woolley, who both thought that the cost of labour had increased within the last 10 years. His (Mr. Huskinson's) view had, however, been supported by Mr. Clutton, and, to some extent, by Mr. Ryde. He had arrived at his facts by a reference to trustworthy documents, and he had communicated with some farmers who kept accurate accounts—a very unusual thing for farmers to do—and their experience confirmed his own view, that, since the inflation of prices from 1865 to 1872, the cost of labour had gone down very materially. He did not think that any plan for the simplification of transfer by means of a land register would be satisfactory until the Ordnance survey on the large scale was completed. In the North Midlands they had no Ordnance map but the one-inch, whereas in many thinly-peopled parts of Scotland the 25-inch map had been completed for some years, and the authorities had even gone to Palestine and surveyed the country from Dan to Beersheba.

He did not think there was any great reason to fear American competition in the future. He had read Mr. Clarke's criticisms with great interest, and was not at all surprised to hear him say that there was a large number of people in this country anxious to establish the peasant proprietor. The answer, of course, was that if people were going in the wrong direction, the more there were of them the more

serious was the fact. The whole question of peasant proprietorship was, he thought, in a state of confusion, due probably to the fact that general conclusions were drawn without reference to differences of climate and dissimilarities of social and economic conditions. With a fuller knowledge of the facts, and in a calmer state of the public feeling on the subject, some of the existing theories would probably be considerably modified. He could not but be gratified by the kind reception which his Paper had met with, though he was not so vain as to suppose that the attention it had excited was due so much to its intrinsic merits as to the interest which attached to the question itself at the present time. He felt that the Institution had, in a sense, stood in the breach and diverted attention from the false to the true causes of the existing depression.

The careful examination he had made of the subject had disclosed no reason for altering the whole constitution of English agriculture on account of six or seven unproductive years. English agriculture had been the growth of many centuries, and he doubted not that, with the improvements which time would suggest and develop, it would endure for many centuries to come.

The President said that he had already very fully expressed his views on the causes of the present depression in his Opening Address, but there were a few points that had arisen during this discussion upon which he would like to comment.

In the first place, he must bear his testimony, with many others who had spoken, to the great value of Mr. Huskinson's Paper. The author was himself a practical farmer, and his Paper bore evidences of the knowledge which he had obtained in that capacity.

There appeared to be a general agreement that the

seasons of the last four or five years were the great and the primary cause of the present distress. The last year especially was the most disastrous he had ever known. He was inclined to believe from all accounts, although as yet statistics were wanting, that the wheat crop of last year, taking the quantity and quality together, was deficient something like 50 per cent. He was inclined also to believe that the other corn crops, barley and oats, were deficient something like 25 or 30 per cent., and the same held good of dairy produce, for, although the prices were at the present time good, the deficiency in the yield from the milk, both butter and cheese, had been something like one-third. The loss on the hay crop had also been very great, for, although, perhaps, the quantity was not deficient last year, the quality was almost worthless for the purpose of stock.

He had endeavoured to put a few figures together to illustrate the effect of the losses on agriculture. Mr. Caird, in his "View of British Agriculture," published in the Journal of the Royal Agricultural Society, estimated the gross agricultural produce of the United Kingdom at two hundred and sixty millions. The property-tax return for agricultural land in 1875 was about sixty-six millions, nine hundred thousand, and some odd hundreds—say sixty-seven millions—or, in round numbers, about one-fourth of the gross produce. Supposing this deficiency in the produce of the whole country to have been during this last year one-third of two hundred and sixty millions, the absolute loss would amount to eighty-seven millions, or something more than a year and a quarter's rent of the entire country.

Taking the previous years, beginning with 1875, 1876, 1877, and 1878, the deficiency was certainly not nearly so great as in 1879; but he thought it was not too much to assume that in those four years an amount at least equal to

another year's rent was lost to English agriculture, taking the losses of owners and tenants combined. Putting those two sums together—eighty-seven millions and sixty-seven millions—the total loss on the five years would amount to about one hundred and fifty-four millions.

Now the capital invested in the cultivation of the soil was generally supposed to be about five years' rent, and sixty-seven millions, multiplied by five, gave three hundred and thirty-five millions as the capital invested in agriculture, and if he were right in his calculations, something over one hundred and fifty millions had been lost. It amounted to this, that of the whole capital invested in this country in agriculture, about two-fifths had been lost in the course of the last five years. He could not put the case more clearly, and believed that his figures were within the mark, and that, taking the country through, the loss would be found to be still greater. At any rate, he believed he was quite safe in saying that during the last five years the loss to those who had invested in agriculture was something like 40 per cent. of the entire capital invested in the cultivation of the soil.

He might further observe as regarded the seasons, that, according to his experience, all grass lands with a retentive subsoil had gone back very much in quality. He had seen land which a few years ago he had valued at 40*s.* per acre, and which now had the appearance of not being worth more than half the money. All the good grass and clover had disappeared, and carnation grass, and rushes, and everything that was injurious to its quality, had come up in its place. Of course the case was the same with arable land, where the subsoil was retentive; and he found in the West of England, and in the Midland Counties generally, and everywhere, in fact, where the land was heavy, that the fields were in a fouler state than he had ever known them, and

it would, in his opinion, take one or two years of good seasons to bring them back to a clean state of cultivation.

Next, as to foreign competition. Many present were old enough to remember the time of the repeal of the Corn Laws in 1846, and the great depression of prices that followed (not immediately, for it so happened that in 1847 prices were very high) in 1848 and ended in 1852. Almost immediately after that date the rise of prices commenced, and continued more or less (except as regarded wheat) for some twenty-two years, ending in 1874. Therefore, so far as foreign competition was concerned, up to that date there was nothing to fear from it, although no doubt it had grown year by year. There were, perhaps, many causes which had tended to keep up the prices. In the first place, the gold discoveries, and the increased quantity of the precious metal which came into circulation, and which was said to have had the effect of raising prices. Then certain political events, which probably operated to retard the effects of foreign competition, such as the Russian War in 1854, the American Civil War in or about 1860, and the Franco-German War in 1870.

It was probable that those events retarded the extension of foreign competition not only on the continent of Europe, but also in America; and it might be that we were now only for the first time feeling the full effect of that competition.

What the effects might ultimately be no one could prophesy with any degree of certainty. Some who had spoken had taken a hopeful and others a desponding view of the future. One fact which had come to his knowledge within the last few weeks had very much surprised him. He found that in 1877 the growth of wheat in America was about 45½ million quarters. In 1878 it had risen to 52½ million quarters, and in 1879 to 61 million quarters, an increase of

17½ million quarters in two years, one-fourth more than the whole growth in the United Kingdom; and last year the increase was from 52½ millions to 61 millions—*i.e.*, 8½ millions, or two-thirds of the whole growth in the United Kingdom. The question was whether this was likely to continue. One circumstance which had no doubt stimulated the American trade was the very bad quality of the English wheat crop last year. While English wheat had been selling at 44*s.* or 45*s.* per quarter, American wheat had been selling for at least 10*s.* a quarter more; but if the home growth had been of the same quality as the American, the difference in the price would have been considerably less.

There had been a good deal of speculative discussion on the labour question, but very few statistics had been given. The author of the Paper, however, had been careful to base his statements on the actual facts on his own farm. No doubt wages had risen considerably, and no doubt the quantity of work done for those wages had decreased considerably. On the other hand, there was the increasing effect of the employment of labour-saving machines in reducing the quantity of labour. It was clear that the only way to arrive at the real state of the case was to take the actual labour employed on a farm for so many years, debiting the account with the interest on the cost of the machines and with a renewal fund. Careful statistics of the kind would be of the utmost value, and would be worth a great deal of mere speculation.

Next as to the question of rates. He agreed with Sir Thomas Acland that in the West of England there had not been any great cause to complain of increase in the rates, whatever might be the case in other parts of the country. He certainly thought that the land bore more than its fair share of taxation, and that burthens were now put on land to which personal property ought, in some shape or other,

to contribute more than it did. The Police rates, for instance, might fairly be charged on the Imperial Exchequer, as was now, to some extent, the case. Throwing the turnpike roads on the parish was, he thought, an unfair addition to the rates in rural districts. He was of course aware that under the Highways' Act all main roads would be charged on the county, and this would tend to equalize the charges on the parishes, but it would not reduce the charges on the county as a whole.

He had already stated in his Opening Address that he thought the landlord's right to distress might be reduced to one year. It might be asked why should a landlord have any preference at all? There were, he thought, two very good reasons. The landlord was bound to give his tenant credit, whereas a tradesman or an implement maker might sell for ready money if he chose to do so. If he chose to give credit, he added something to the cost of his manufacture to compensate himself; but the landlord had no choice but to give credit, and the only question was the extent of the credit he should give. Again, if an implement maker sold a machine, he sold the manufactured article, but the landlord who let a house or a farm parted not with the manufactured article, but with the manufactory itself in the shape of his land. These were, he contended, very good reasons why it was fair, as between landlords and the rest of the community, that a reasonable law of distress should be maintained.

The only other point he need allude to was the question of the land laws. He agreed that it was undesirable for landed estates to be in the hands of poor owners who could not spend money on improvements, and that such a state of things was not conducive to the benefit of tenants for life. There were, however, many tenants for life—hundreds or thousands of them—who were as much in a position to

expend money as owners in fee, and who did so to a large extent. On the other hand, there were owners in fee of comparatively small estates who were so poor that they had nothing over and above the income sufficient for their living. The great point to aim at was that the land should be as much as possible in the hands of those who were able to do justice to it, and with that view he agreed with the provisions, so far as he had studied them, of the Lord Chancellor's Bill, giving increased powers to owners of encumbered estates to sell them.

One gentleman (Mr. Chatfeild Clarke) had spoken in support of the system of peasant proprietors. He seemed to be under the impression that the great panacea for agricultural ills was to transform England into a country of peasant proprietors; but he subsequently gathered that Mr. Clarke did not exactly mean peasant proprietors, but small proprietors. He (The President) had made some calculation as to what the position of such a proprietor would be, with a capital, say, of £3,500. Assume that with £3,000 of it he bought a little farm of fifty acres, with a house and buildings on it, and that it produced him £100 a year. Assume that he expended the other £500 on its cultivation, and that it produced him, say, 10 per cent. (£50 a year). It followed that the man with £3,500—a pretty considerable capital for a farmer—laying it out in the purchase of a small estate, would get between 4 and 5 per cent. for his capital, which he could do equally well by investing it in railway shares, and go home and smoke his pipe, without running the risks of farming. The same man, if he invested his capital in the cultivation of a farm, could take a farm of 300 or 400 acres, and if his capital produced him 8 per cent. or 10 per cent. he would have something like £280 or £300 a year to live on, instead of £150 only. It might be urged that, in the former case, the personal labour of the small

owner would count for much; but would a man with £3,500 work like a labourer on his farm? He did not think he would. That, to his mind, was a pretty conclusive proof that the small proprietor system, where the owner occupies his own land, is a mistake, regarded as an investment. No smaller amount of capital than £3,000 or £4,000, or a less area of land than fifty acres, would enable the peasant proprietor to get a living. The ten or fifteen acres which had been referred to might do for a market garden, but was utterly insufficient for agricultural purposes.

In conclusion, he believed that the discussion which had taken place would be of the greatest advantage, and although it had extended over so many evenings, the subject was by no means exhausted. At some future time, and after a year or two's experience, it might, perhaps, be advisable to recur to it, and, he hoped, under happier auspices.

The Meeting then adjourned.

No. 88.]

ON QUANTITIES AND QUANTITY PRACTICE.

By CECIL GEORGE SAUNDERS (Member).

Read at the Ordinary General Meeting of the Institution of Surveyors, *April 12th*, 1880.

THOMAS CHATFEILD CLARKE (MEMBER), IN THE CHAIR.

The subject of this Paper is one of great interest to many of us and of some consequence to all, as it involves many questions affecting property and many points of professional practice. Few buildings are now erected without the agency of the quantity-surveyor, whose work, skill, status, responsibilities, and sources of remuneration are thus rendered matters of moment to all concerned in house property, and, although in the lay mind there may exist considerable want of knowledge as to quantities and quantity-surveyors, there are, as a matter of fact, few persons who have not at some time participated (though perhaps unconsciously) in the advantages of the present system.

The difficulty of making the practice of a quantity-surveyor and its aim intelligible to an unprofessional mind is sometimes great, and occasionally strange definitions of it are found even in the law reports. It is scarcely necessary to say, in this room, that the work of the quantity-surveyor is to calculate and set down in order the amounts and descriptions of the several artificers' work necessary to the erection of a building, in accordance with drawings and specification supplied, in order to enable the

proposed builder or the competing builders to calculate the cost in the easiest, surest, and most expeditious manner.

From want of acquaintance with the facts, the quantity-surveyor is frequently regarded by members of the general public as a sort of interloper who, for his own ends, takes upon himself to do work which should be performed by the builder in preparing his estimate, thereby unnecessarily increasing the cost of the building. Were this the case, or did he not meet an acknowledged want, it need hardly be said that the quantity-surveyor would soon cease to exist.

The fact is, that the quantity-surveyor is a necessary adjunct to the modern system of contracting and tendering for work, and that, as almost all contracts are now put out to competition in order to ensure the lowest cost, were it not for his labours, the work which he does, once for all, would have to be done by each competing builder; and were this so, many builders would be compelled either to refuse to compete for work altogether or to keep such a staff of estimating-clerks as would oblige them very materially to raise their prices in order to obtain their profit.

Another fact to be had in mind is that a competing builder would not take out quantities with that attention to detail, nor with the fulness and accuracy of description habitual with a professional Surveyor acting on behalf of the whole number of competitors. He would require such data only as would enable him, with the aid of the drawings, to arrive at a price, to be submitted with those from other competitors. He would, in all probability, "lump" many items for the sake of saving time and trouble, mixing up work in different trades, allowing one thing to be set against another, —in short, rather jumping at his price than basing it upon exact calculation. This kind of arrangement, when it occurs, is generally a species of lottery; the successful competitor probably finding that he has to practice a good deal of careful

scheming before he can obtain a profit, perhaps discovering some error or want of caution in the measurement, or in pricing imperfectly-described items, while the unsuccessful competitors have the dissatisfaction of having gone through a good deal of wholly unprofitable labour.

No doubt it is frequently stated that building-surveyors pay too much attention to minutiæ and are too careful in enumerating such things as mitres, stoppings, notchings, &c., but this is more generally said by those whose main desire is cheapness, and who, at the same time, have a notion that a careful enumeration of minor matters increases the cost of a building. This may be sometimes the case, but it is by no means necessarily so. It is also suggested that the great amount of detail into which a Surveyor goes is superfluous, because the majority of insignificant items are rarely priced by the builder in making his estimate. This is true in some cases, and to a limited extent; but, at all events, the builder has the opportunity of making a complete estimate if he pleases, or, if he prefers, a glance at those items that he does not wish to price will be a guide in pricing the more valuable ones to which they refer. For instance, a Surveyor may expend great time and care in measuring the labour upon stone, and the contractor may put such a price upon the cube stone as, in his judgment, will cover the labour, leaving the labours unpriced, but he does not do this without looking at the amount and description of labours measured and comparing them with the amount of stone.

It is a great pity that contractors are not more careful to price their quantities in greater detail; indeed, the bestowal of a little more time in this respect would frequently tend to obviate much uncertainty, and I can imagine that the want of it might, in work carried out under a not over scrupulous architect, prove very disastrous to the contractor.

This brings me to the consideration of another view of the desirability of having properly-prepared quantities, and that is, their usefulness in the final settlement of accounts.

In the carrying out of almost every building, certain deviations from the original design or descriptions are made; some entailing extra expense and others resulting in reductions of cost. These are sometimes very numerous and intricate, and it becomes most difficult to arrive at a satisfactory adjustment of these *extras and omissions* in cases where the contractor has taken out his own quantities. He is then practically in command of the position, and may put such a complexion upon the matter that, without tedious and expensive litigation, the employer may be seriously injured. It may be said that this could only occur by reason of dishonesty on the part of the builder, and that a dishonest builder should not have been employed; but it may equally well happen that the builder intends to do no wrong, but only to save himself from suffering a real or supposed loss, or is acting on the principle that every man has a right to obtain what he can for what he sells.

The cause for the apparent one-sidedness of an arrangement made in this way is, that while the *omissions* can only be valued from the builder's *ipse-dixit*, all the *extras* are visible and tangible, and can be measured with the most perfect accuracy and attention to detail, with all labours, plugs, screws, blockings, &c., and can be valued to the utmost penny. But, with a priced copy of properly-prepared quantities, and the original dimensions in our hands, the amount to be paid at the final settlement of accounts ceases to be conjectural, and, however large or numerous the deviations may have been, becomes a mere question of arithmetic.

It would be impossible, within the limits of a single Paper, to do more than allude to the various methods of

taking out quantities, and a short description of a few general principles of the art is all I shall attempt.

There are, I may premise, a variety of sources of knowledge open to the young building-surveyor desirous of perfectly qualifying himself for the responsible duties that he may afterwards be called on to perform. Much of the necessary knowledge may be gained from books, and all young men intending to make this their profession should read largely upon the subject; but, as they read, they will find differences of opinion among the authors they consult, and will learn from this that reading must be supplemented by observation and practice.

Practical work for a short time at the carpenter's bench or the mason's banker has been much recommended as a preliminary training, and may not be without its uses; but it may be questioned whether the time spent in actual work of the kind would not be more profitably employed in intelligently observing than in learning to perform mere manual operations. Similarly, the study of buildings in course of erection will tend toward the practical training of the pupil, supposing him to have the power of observation and the constructive capability necessary for his future success.

Measuring up works is a part of the practice which assists a young Surveyor very materially to a good style in taking out quantities: different methods of doing work are seen, improvements in construction are noticed, and the mind becomes more practical than would otherwise be the case.

But the acquisition of this art offers no exception to the rule that "There is no royal road to learning." Quantity taking must be begun at the beginning to insure success. The drudgery of squaring dimensions must be gone through by the pupil, who, when he has acquired the requisite facility,

may be advanced to the duty of abstracting, and then to that of writing the bills; and he should understand the ultimate object of the operations on which he is engaged—that the dimensions form the details for the abstract, and the abstract the basis of the bill, and that the completed bill has for its object the saving of labour in pricing. This latter fact should indeed be constantly kept in mind, not only by the pupil, but also by the principal, who is sometimes apt to lose sight of this, the main object of his operations.

Reverting to the subject of greater or less minuteness of detail. It will be obvious that in some cases it would be advisable to go into very much more detail than in others. It occasionally happens that a long description, illustrated by a sketch in the margin of the bill, will best help the builder in arriving at the cost of some feature or element in the work. Sometimes, on the other hand, the better way is to measure the work in considerable detail, so that, although its individuality is lost in the bill of quantities, its components are added to those of others and priced with them. Sometimes, again, from the fact of only one object of a kind existing, it may, with advantage, be numbered, as a slight difference between actual and estimated cost is not increased by multiplication; whereas, if there were several features of the same kind, greater detail should be observed, as a trifling error in the price of one would obviously become magnified. Another illustration of this principle is met with in large works like hospitals, workhouses, &c., where there is a large amount of repetition as regards the features, such as many windows of the same size and kind; and it is easy to see that great attention to minutiæ is necessary where one window only is actually measured and multiplied many times, as that which would be inappreciable in the one becomes serious in the many.

Here allow me to suggest that in proportion to the size and apparent simplicity of a proposed building is the necessity for minuteness in every detail of the quantities, and it by no means follows that a Surveyor's labour is very much less upon a large and so-called "repeating" building, in proportion to its cost, than upon a smaller one, although it is frequently supposed to be so.

Many differences in practice exist between building-surveyors in London and those in the provinces, and they mostly depend upon the greater or less amount of detail considered necessary.

Take, for instance, the custom in northern counties of setting the deduction of brickwork for a door or window opening against the extra labour involved in forming the opening, and disregarding both. This custom may effect an insignificant saving of labour in the preparation of the quantities, but it might bring about very erroneous results; while in some cases it may be perfectly legitimate, it is far too dangerously inexact for a general rule.

A still more extraordinary method of measurement is or was sometimes used in Scotland, in the case of stone fronts to buildings. The width is multiplied by a height obtained by girting the front from top to bottom, including moldings, strings, plinths, cornices, &c., and the area thus obtained is considered sufficient information as to the value of the stone in the front. This method would appear to be closely connected with those parts of the country in which granite is easily obtained, the labour upon this material being the principal part of the expense on account of its hardness, which also necessitates a plain and bold treatment, and under these circumstances the practice may well be conceived to afford a ready and tolerably accurate means for making an estimate.

As a general rule, country Surveyors are believed

to make shorter work of their quantities than their Metropolitan brethren, and, without going into elaborate descriptions, they seem to expect, and country builders to consider, that the prices of many items should include the cost of minor matters which a London Surveyor would feel bound to put down.

In one or two respects, however, it is open to question whether we, in London, are sufficiently explicit even now. The manner, for instance, in which timber is described in quantities is a special case in point. The item "fir framed" may comprise ceiling joists 3 in. by 2 in., and floor joists 12 in. by 3 in., but the relative amount of sawn face on one is twice that on the other, and the relative cost of fixing and framing might be in somewhat the same proportion, so that a fair price per foot cube in one case would not be so in the other; and, in the absence of further information, the competing builder has to guess at the preponderance of large or small scantlings. Similarly, no distinction is made between timber which has to be sawn from balk and planks, deals, or battens which are imported of the sizes specified to be used. In Yorkshire these points are taken into consideration, and the item of "fir framed" is divided into smaller amounts according to the purpose and scantlings of respective pieces, and in some cases, the number of cubic feet is accompanied by a list of the pieces showing their lengths, as well as their scantlings, so that the builder may see not only the labour necessary in framing and fixing, but also whether he can buy ready-cut deals, &c., or will have to saw timber for the purpose.

The amount of detail in the quantities may follow, to some extent, the amount of detail shown in the drawings and specifications. Architects differ very much as to the number and scale of the detail drawings they think necessary for the Surveyor, some finishing each drawing into a

detail, others contenting themselves with eighth-scale drawings accompanied by some large-scale drawings, while others again think detail drawings superfluous until the work itself requires them in its progress. The specifications of different architects vary in like manner, some being laboriously voluminous, and others laconic to an inconvenient degree. These differences have their effect upon the manner in which quantities are to be taken out.

As far as pleasure to the Surveyor is concerned (and I do not see why the word pleasure should be absent from his professional vocabulary), either a very full and complete specification without detail drawings, or a very carefully-prepared and elaborate set of drawings, accompanied by a terse specification, is the most welcome, and affords a ready means of arriving at absolute accuracy. But if quantities are to be taken out from comparatively incomplete drawings, rendered more obscure by means of a vague specification, the Surveyor has to torment the architect with numberless questions, and perhaps in the end has to rely upon his own imagination (a convertible term for a trained perception of the fitness of things) for the solution of mysteries which he should not be called upon to solve. In this way the experience of the quantity-surveyor is often of great value to the architect; and although I have heard it stated that it was at one time the invariable custom for architects to take out their own quantities, many architects now are able to rest upon the judgment of the Surveyor as regards many points of construction in the completion of their designs.

It is sometimes necessary for the Surveyor to know the interpretation of a phrase in a specification which the individual architect would apply to it, as well as its usual meaning. For instance, a clause may run, "All works are to be done in the best possible manner." This may read in two ways; either "All the works shown or elsewhere

specified" or "All the works in the building whether shown or specified or not." A builder would naturally argue for the former construction, and an architect claiming performance under the latter might say by "the best possible manner" I mean "As other works are done which are done in the best possible manner, and I expect you to tongue the skirtings to the floors, splay the bottom rails of the sashes and the beads next them, rebate the meeting rails of sashes, and splay the edges of doors and the rebates into which they shut, although these things are not specified or shown." The Surveyor should be careful to have every ambiguity removed which might otherwise lead to serious misunderstandings and perhaps to his own loss.

It is probably in consequence of the fact that ambiguities do exist in drawings and specifications that quantities are sometimes taken with what I should call undue liberality. The time at the disposal of the Surveyor may be short, the information furnished him may be meagre, and, in order to make "assurance doubly sure," he may take a more expensive method of the performance of the work indicated instead of a simpler and more economical one such as might have been suggested by the architect upon further consideration. This undue liberality, however, is sometimes so closely connected with want of experience as to appear to proceed directly from it.

It has been publicly stated (and I mention the statement only as a specimen of the extraordinary opinions to be met with upon this point) that it is a common practice for Surveyors to take out quantities "full"—that is, in excess of the actual quantity of material required; and in a Paper recently read before a professional society occurs this passage: "It is, I believe, a common practice for builders "to take 5 or even 10 per cent. off the amounts of their "bills when moneyed out before sending in their tenders."

This statement received no contradiction whatever at the time; but I feel sure that quantity-surveyors present will form their own opinions as to its accuracy.

No doubt there are individuals who cannot, under any circumstances, divest themselves of their partizanship, and there may be Surveyors who consider it their aim in life to protect the interests of builders; but there is a higher and less unworthy way of performing work of this kind when the Surveyor recognizes his true functions. He has to deal with facts of the most inelastic kind, and with such facts alone; and it is scarcely possible for him to indulge the spirit of the partizan without incurring the suspicion of dishonesty, in some cases only too justly. But very trivial grounds for suspecting the fairness or competence of the quantity-surveyor are quite sufficient to excite an uneasy feeling in the mind of an employer whose building has cost more than he anticipated, or in that of a builder whose profit has been less than he hoped for. Hence the frequent litigation with regard to the liability of the Surveyor for the correctness of his quantities severally to the employer and to the builder.

That the Surveyor is liable for accuracy to the builder who pays him is beyond contradiction, but, as will be remembered, in a case recently decided which excited a great deal of interest, it was contended that a Surveyor was also legally liable for correctness to the employer. It may be argued that although the Surveyor is paid directly by the builder, yet, as the commission is included in the amount of the tender, he is eventually paid by the employer, and is therefore his servant and liable to him. But, on the other hand, any merchant or tradesman supplying goods to the builder for the performance of the contract might equally be deemed liable to the employer for the good quality of materials so supplied, on the ground that the price of them paid by the builder is equally included in the

amount of tender, and if that were the case such liability of the tradesman to the builder would cease. It is, I believe, a principle in law, that there can be but two parties to a contract; so that the liability, say, on the part of a timber-merchant for the quality of timber supplied for a building cannot exist both as regards the builder and the employer, because his contract to supply such timber is only with one of them. If the employer bought timber and the builder contracted to work it up and fix it, the liability of the timber-merchant would be to the employer and not to the builder; and in the same way, if the employer paid the commission for quantities direct, the Surveyor would be liable for accuracy to the employer, and not to the builder.

The moral, as distinguished from the legal, obligation to supply good timber or correct quantities exists, of course, both with regard to the builder and to the employer; and the application of principles such as I have suggested will, I think, be correct in respect of the subject before us.

In close connection with the liability of the Surveyor for the correctness of his work is the question of liability to the Surveyor for his commission.

So many and such varying legal decisions have been given upon this point, that one almost shrinks from giving an opinion. Several elements have to be considered, as—How far is the architect justified in employing a Surveyor in his client's name, and as his agent? If the architect employs a Surveyor, and the building is not proceeded with, is the client liable to the Surveyor? If the client is unaware of the employment of a Surveyor, is he, therefore, not liable? If he is not only unaware of such employment, but also ignorant of the custom of employing a Surveyor, does this ignorance remove his liability? In what cases would the architect become liable to the Surveyor instructed

by him? If the Surveyor be appointed by the builders, and, after the acceptance of a tender, the building is not proceeded with, is the accepted builder liable or the employer?

These are some of the varied forms of difficulty which beset the question, but not all, for it will be observed that all the foregoing suggestions are contingent on the supposition that the proposed works are not carried out; whereas similar questions to some extent may be raised with regard to works actually constructed. No doubt some of our Associates, learned in the law, will give us the assistance of their knowledge and experience upon the subject.

I believe a case is now pending, in which the work has been proceeded with, and the builder has, as usual, paid the Surveyor's commission for the quantities; but the employer now seeks the repayment of that amount to him, as an expense to which he should not be subjected, but which ought to have been paid by the builder without being added to the contract price.

The question whether architects should take out their own quantities is a somewhat delicate one. The author of the passage quoted earlier in this Paper with reference to "fulness" in quantities was very much in favour of this system, which has many advantages, as well as many drawbacks. It may be fairly urged that no one can know better than the architect what are his intentions, and that no one, therefore, is so well fitted to take out the quantities. But is it a fact that an architect ever *personally* takes out his own quantities? In the event of his not employing a Surveyor, does he not more frequently relegate the functions to a clerk in his own office, and is there not a danger of putting a less liberal construction upon the drawings and specifications before the contract is signed than afterwards? Again, is the artistic faculty of the architect usually found

combined with the more prosaic and practical characteristics of the mere measurer?

Another question of importance is the desirability of making the quantities the basis of the contract. This is sometimes done, but the advantages of the system are doubtful. It relieves the Surveyor from the necessity of actual and careful accuracy, and facilitates the introduction of extras, so that the employer is less certain of the amount of his ultimate outlay than should be the case; besides which the builder might reasonably claim to have the whole of the works measured, treating the quantities simply as a schedule of prices, and thereby increasing the cost of the building by the amount of commission for measuring it. Occasionally, if time be so great an object as that quantities cannot possibility be got out, it may be useful to prepare approximate quantities, treating them as a schedule of prices and basing the contract upon them; but the time so gained would probably be paid for in the increased cost of the building.

It may not be uninteresting to glance at some of the legal decisions which have been given upon the subject of quantities and quantity-surveyors.* In *Kemp* v. *Rose*, it was held, and confirmed in *Kimberley* v. *Dick*, that where the architect is to determine the amount due to the builder and has assured the employer that the cost shall not exceed a certain sum, he does not in the eye of the law possess the unbiassed mind which will enable his decision to be just and conclusive, and the builder may bring a claim for a sum over and above that allowed by the architect. It appears from this that it would be imprudent on the part of an architect to take upon himself the function of determining the amount due to the builder, at least in cases where he has given such an assurance to his client, as he may be leading the latter into a position which he ought

* A list of authorities cited will be found on page 310.

not to occupy; and that his better course would be, as agent to his client, to put the winding up of the account in the hands of an independent Surveyor.

In the case of *McConnell* v. *Kilgallen*, it was decided that, as soon as the contract is accepted, the contractor is under an obligation to pay the Surveyor for the quantities, although the commission is to be paid out of the first instalment, and by the abandonment of the job by the contractor, there is no first instalment.

In *Moon* v. *The Guardians of the Witney Union*, the questions by whom and for whom the quantities are made out, and who usually pays for doing it, were entered into. The defendants employed, to prepare the necessary plans and specifications for erecting a new workhouse, an architect, who employed the plaintiff Moon to take out the quantities. The plaintiff and all the builders tendering were informed that the successful competitor would have to pay him. Before any tenders had been sent in, the defendants refused to go on with the work; and as they declined to satisfy the plaintiff's claim for making out the quantities, he brought his action. The defence set up was that there was no contract subsisting between the plaintiff and the defendants.

At the trial, several witnesses, competent to testify on such a subject, proved that the usage was for the builder whose tender was accepted to pay the Surveyor. But that the plaintiff should thus be remunerated was rendered impossible by the act of the defendants themselves in countermanding the request for tenders. The jury found that there was a usage in the trade of architects and builders to have their quantities made out by the Surveyors, and the Court held that Kempthorn the architect, as agent for the defendants, had authority to bind them in such a contract with the plaintiff. They considered that it was a con-

ditional contract—a contract by which it was arranged that the expenses of making out quantities should be paid for by the successful competitor, if any; but if by the act of the defendants there should be no competition, then that the work which was done by their authority should be paid for by them.

In *Taylor* v. *Hall*, it was also held that an architect had implied authority to employ a Surveyor to take out quantities by custom, but it appears that the custom must be proved. The judges, however, in the latter case, do not seem to have quite agreed upon the sufficiency of the evidence brought forward.

As regards the liability of the quantity-surveyor for his accuracy, it would appear that there is no implied warranty, but that, in case of incorrectness leading to damage suffered by his employer, an action will lie for negligence and want of skill. But the question who is the employer of the Surveyor is apart from this.

It would seem that, up to the time of signing the building contract, a contract exists between the employer and the Surveyor, but that after that time it ceases as between them, and exists between the builder and the Surveyor, so that, in case of the failure of the builder before the signing of the contract, the Surveyor would look to the employer for payment, but, if the builder fail after the signing of the contract, the Surveyor would prove against his estate.

I have so far endeavoured to bring before the Members of the Institution some of the problems connected with the profession, and shall be indebted for any information which may tend to further elucidate the subject.

Mr. Arthur Cates (Member) said it was so long since he had ceased to practise as a quantity-surveyor that he should have hesitated to take part in the discussion, did not

the matters on which Mr. Saunders had touched in his Paper constantly come under his notice as referee, or in other ways.

He must first thank Mr. Saunders for having stepped forward to fill a blank in the "Transactions" of the Institution; for the principle and practice of quantity-surveying had not been touched upon in any of the many valuable Papers which had been read. It would have been interesting had the author devoted a little time to the history of the subject of quantity-surveying, collecting from Members of the Institution—whose experience, in several cases, extended over more than forty years—materials for a brief history of the practice of measuring, and showing how the present elaborate system had grown up.

The subject matter of the Paper under discussion might, he thought, be divided very fairly into two sections, and it was very important that it should be so divided—the first head the status, rights, duties, and responsibilities of the quantity-surveyor, and the second the details of practice in taking out quantities and measuring.

As regarded the second head, as Mr. Saunders had said, the student had the opportunity of consulting many books of reference, manuals, preceptors, and treatises, but all of which in his future practice he would find more or less inaccurate. He might mention on this head that some Papers which had been published by Mr. John Leaning in the "British Architect," appeared to form an admirable basis for a manual of measuring which would be exceedingly useful, not only to quantity-surveyors, but also to architects, and if Mr. Leaning would republish those Papers in a volume, prefix an historical summary, annotate them, and make them more explicit even than in their serial form, he would be conferring a great boon on both professions.

He hoped the discussion would deal rather with the first

of the two heads, which was really the more important. The other question might be discussed when the principles of the status, rights, duties, and responsibilities of the Surveyor were settled, and he apprehended that no advantage would be gained by dealing with that branch of the subject too tenderly or delicately. It would be better to treat it boldly, and get, if possible, on to firm ground. Had the author gone into the facts of the cases to which he alluded, and grouped them accordingly, he would, probably, have found that what he had assumed to be variableness in the law was really due to differences in the circumstances of the various cases. He would have found, perhaps, on careful examination, that the law reporters had not appreciated those minute differences in the relations of the parties which affected the judicial mind when giving the decision, and the reporters had consequently given a colour to the decisions which they were not intended to bear.

He had formulated under ten heads (forming what he might call the Surveyors' Decalogue) certain propositions not dealt with by Mr. Saunders, which were, he thought, incontrovertible, and which, he believed, correctly represented the state of the custom and the practice at the present time. These propositions would, he hoped, be thoroughly discussed, and he trusted that the legal Associates of the Institution would turn their attention to them, and indicate any weak point. The result would, he hoped, be the establishment, by means of this discussion, of definite principles to regulate the duties, rights, and responsibilities of the quantity-surveyor. The propositions were as follows:—

1. That, when tenders are required from a number of builders for the erection of a building, it is essential that bills of quantities should be prepared, in order that each of them may make his tender on identically the same basis.

2. That, in the absence of special instructions to the

contrary, it is the duty of the architect to make the necessary arrangements for the providing of such bills of quantities.

3. That, for this purpose, the architect is the agent of his client, and the client is bound by his acts, whether cognizant or not of them or of the custom.

4. That, until a tender is accepted, the client is liable to the Surveyor so appointed by the architect for the amount of his commission, and the expenses incurred.

5. That, on the acceptance of a *bonâ-fide* tender, the liability to the Surveyor shifts from the client to the builder; the Surveyor accepts the builder as responsible to him, and his right of claim against the client ceases.

6. That, if the work is abandoned before a tender is accepted, the client pays the Surveyor; if after, the accepted builder pays, and has his remedy against the client.

7. That, as a matter of convenience, it is the custom that the architect should include, and it is an obligation on the architect so to include, in his first certificate such reasonable charges and expenses of the Surveyor; but the liability of the builder is not affected by this practice, and commences immediately on the acceptance of his tender.

8. That a Surveyor employed directly and solely by the builder, without the intervention or concurrence of the architect, has no claim against the client, and must look for payment to those who employed him, and on whose instructions he acted.

9. That there are circumstances under which an architect may make himself personally liable to a Surveyor, but they are of infrequent occurrence, and are not likely to arise with architects of any standing or repute.

10. That the Surveyor is liable to the builder for proved inaccuracies or deficiencies in the quantities, and it is an obligation on him to prepare his quantities with the

utmost care and accuracy, that the client may not suffer by excess, or the builder by want therein; and to fulfil his important duties with the strictest honour and integrity.

As an illustration of the liability of the client, he might mention that if an architect so far deviated from the instructions of his client as to render it right and proper for the client to contend that he had no liability to his architect for the payment of his commission, yet the Surveyor could recover and had recovered from the client, and the payment which the client had been compelled to make to the Surveyor was an element in the damage which he would seek to recover from the architect as a counter-claim when he was sued for the architect's commission.

The author had referred, incidentally, to a Paper read before another professional body,—he presumed to a Paper read before the Royal Institute of British Architects, on May 19th, 1879, by Mr. John Honeyman, of Glasgow, the title of which was "Bills of Quantities, and their proper Relation to Contracts." The object which Mr. Honeyman apparently had in view was to advocate the advantage of the Glasgow system, by which, when a tender was invited for building, a somewhat speculative bill of quantities was prepared, the building being subsequently measured up in detail—thus involving two operations. He thought the proposal, so far as regarded London, was entirely disposed of. If such a system were adopted, it would, he thought, encourage architects to make drawings even more imperfect and specifications even more meagre than those which the measuring-surveyor was now sometimes called upon to extend into a bill of quantities, and would lead to uncertainty on the part of the employer as to the amount he would have to expend, and bring into the field all sorts of difficulties. Mr. Honeyman seemed to think it impossible to prepare an accurate bill of quantities from drawings. He (Mr. Cates)

contended that, with proper drawings and specifications, any man entitled to the name of "Quantity-Surveyor" would be able to prepare a bill of quantities which should correspond accurately with the measurements of the building when erected.

The author had not touched on another subject in which he (Mr. Cates) was very much interested. Some years ago the Royal Institute of British Architects concerned itself a good deal with the question of quantities. In 1871, at the General Conference of Architects, the question of quantities was raised. It was then revealed that there were architects who took out their own quantities, who, content to receive as high a remuneration as they could charge for the work, desired to relieve themselves from all responsibility as to the quantities by throwing on the builder the responsibility of checking them, stating that one month would be allowed the builder to examine the quantities, and after the expiration of that time that no question would be allowed. Others went so far as to say—"The drawings and specifications are open to the inspection of the builder, who may check the accuracy of the quantities; but, after the tender has been accepted, no question in respect of the quantities will be allowed to be raised." He had just seen another heading to a bill of quantities supplied by an architect—"The quantities are condensed as much as possible, and allowance must be made in price for all minor matters and appurtenances, and no claim shall afterwards be made on account thereof, or for any mistake or variation therein, as the builder must include sufficient for the works to be finished complete, the quantities being nett."

The result of the discussions at the Conference was that the Council of the Institute of Architects appointed a Committee to consider the question of quantities and the

employment of Surveyors. To that Committee two acting-secretaries were appointed, one being himself, and the other, Mr. Thomas Rickman, also a Member of the Institution of Surveyors. After due consideration, a series of questions was prepared and widely circulated among architects and Surveyors.

The following were the questions :—

"1. Is it desirable that the practice generally adopted in the case of large works (whereby a Surveyor is appointed to represent the employer, and another the builders), such Surveyors being jointly responsible to the builder for the accuracy of the quantities, should be in any way modified?

"2. It was suggested as a convenient course for general adoption that the quantities should be prepared by a Surveyor nominated by the architect, and who would be responsible to the employer for his accuracy; the builder being relieved from any responsibility in regard thereto.

"3. The adoption of this course would go far towards disconnecting the Surveyor from the builder, and making him the agent and adviser of the employer in the matter of quantities, &c. Would this be a system advantageous and desirable for general adoption?

"4. A suggestion that the bills of quantities should form part of the contract was well received: architects in leading practice mentioned that they had for many years adopted such a course, and found it to work well, and to be equitable to both employer and builder. Are there any valid objections to the introduction of such a system; the dimensions on which the bills are founded being, in such a case, placed in the hands of both architect and builder?

"5. It appears to be not unusual for some architects, especially in the provinces, to furnish the bills of quantities for works to be carried out under their own superintendence. However convenient this practice may be in some instances, are not special precautions necessary? Should not the 'bills,' in such instances, *invariably* form part of the contract? And from whom should the architect receive payment for such quantities?

"6. It was mentioned as being an ordinary and reasonable course that the responsibility of the accuracy of the

quantities should be thrown upon the builder, by fixing a time, say one month from the acceptance of the tender, during which he might prove the quantities, but after which no objection would be allowed. Might not great injustice be committed under such a system?

"7. It would be desirable to secure more general uniformity of practice with regard to the taking out of quantities. How can this be best attained?"

Many replies to these questions were received, and were carefully read and analysed, and the Committee prepared a report,* which was discussed at the General Conference of Architects in 1872, and again at the Conference of 1874, but nothing definite had come of it, though there was reason to believe that its wide circulation had tended, in some degree, to establish greater uniformity of practice.

He quite agreed with the author that, except under special circumstances, it would be undesirable to make the quantities part of the contract, nor was it necessary; for, as he had already said, a careful and experienced Surveyor could from the drawings and specifications, if sufficient, produce as sound and satisfactory a result as from the building itself, and there was no necessity for relieving him from the responsibility, which he was quite willing to accept, of guaranteeing the accuracy of those quantities. But in cases where the architect supplied his own quantities, he held that the quantities should form part of the contract, and he advised Surveyors to recommend all builders who consulted them to insist upon their being made so in such cases.

The author had alluded to Mr. Honeyman's remark as to an alleged practice among builders of taking off a percentage from their estimates. He did not know that the fact of builders adding or taking off a percentage from the estimate before sending in their tenders had very much to

* Reprinted as an Appendix after page 310.

do with the fullness or bareness of the quantities. In astronomical calculations it was customary to make allowance for what was called "the personal equation," or involuntary differences, in one way or the other, depending upon the personal characteristics of the observer, and it was possible that there was a personal equation among quantity-surveyors, some habitually taking out more fully and some more barely than others, that is, when figured dimensions were not given. But there was probably a better reason for taking off the percentage. A builder, on looking over the joiner's bill, after it had been moneyed out, might say, "I think my machinery can turn that work out at less cost"; or, "I have a large staff of men standing idle. I would rather carry out the work at something like prime cost than dismiss them, and I am willing to take off 5 per cent. or 7½ per cent. in order to secure the work and keep my men employed and my machinery going; though I get only 2½ or 3 per cent., I shall save myself the greater loss of breaking up my establishment."

There were other points to which, had time permitted, he would have liked to direct attention. But in view of the desirability of confining the discussion as far as possible to the first head, he refrained from so doing, and he trusted that Mr. Saunders' able Paper, and the discussion which it would evoke, would have the effect of putting the profession on a firm basis of established custom.

Mr. F. Meadows White, Q.C. (Associate), thought that the course which had been proposed by Mr. Cates would be extremely useful, if a decision of the Members of the Institution could be come to with reference to the ten points which he had indicated; but he felt that, if this were intended to be the result of the discussion, there should be an adjournment, in order that these ten points might be carefully and maturely considered *seriatim*, and the exact

language of each carefully criticised. He had no reason at present to doubt that Mr. Cates had arrived at right conclusions as to those points upon which he (Mr. Meadows White) had any experience, yet he would scarcely desire that his observations, coming immediately after Mr. Cates', should be deemed absolutely final. He would rather take, what they were so fond of in the Courts, viz., "time to consider" the exact mode and language in which each proposition was stated. This being so, he would confine himself for the present to one or two general observations, such as a person who had had some experience in these questions, and some acquaintance with the law on the subject, might venture to make.

First, he might remark that there were very few legal decisions bearing on this subject. In many cases arising on building contracts some question arose out of the quantities; but, although these points frequently arose, there were, nevertheless, very few decisions which had made their way into the books and which could be cited as authorities. Even in the text books, there was very little to be found. But, as a contribution to the discussion, he might call the attention of the profession to a little work, which he held in his hand, on Building Contracts, by Jenkins and Raymond, a new edition of which would appear very shortly. It was the only work of the kind, and even this dealt very slightly with the subject, but the new edition would, he hoped, deal more fully with it, for it seemed daily to become of more importance. The work dealt generally with building contracts, and was written in a clear style, intelligible to a layman, and possessed all the accuracy which so good a lawyer as Mr. Raymond could give to a work of that description.

So far as his knowledge of the subject enabled him to say, Mr. Saunders had produced every authority except one or two which were of no very great importance, and

had even gone to the Irish Law Reports for his material. He had had the advantage of reading over an advanced proof of the legal part of Mr. SAUNDERS' Paper, and found little to quarrel with in his statement of the result of those authorities. One point, however, he might draw attention to. There was a distinction between *Kimberley* v. *Dick* and *Kemp* v. *Rose*. While in the latter case the architect had only given an assurance to the employer, in the case of *Kimberley* v. *Dick* the Court drew the inference that the architect had gone so far as to give the guarantee which in *Kemp* v. *Rose* the architect had refused to give. The case of a contract to such an effect between architect and principal was a far clearer case than that of an assurance; but in both, as Mr. SAUNDERS stated, the result was the same—the architect was held disqualified to act.

The reason was not far to seek, he thought, why the law reports were so barren of cases on the subject, because these questions depended for the most part, first on construction of the particular contracts, and then on custom and usage. He spoke with deference to the professional gentlemen who were present, but he believed that the usages, with regard to the quantity-surveyor's business, would, day by day, become better understood; and as the quantity-surveyor's became, day by day, more a profession of itself, the usages of that profession would be more exactly ascertained, and, in consequence, the law would be clearer on the subject. As he understood the present condition of things, these usages had scarcely become so fixed and immutable as to become part of the law of England—as that the Courts (to use a technical expression) should take judicial notice of them.

How important it was to ascertain what were the usages of the profession, might be illustrated by the case of *Moon* v. *The Guardians of the Witney Union*, mentioned by Mr. SAUNDERS. The architect, in this case, had applied

to a quantity-surveyor to take out the quantities, and it was proved by evidence, and found as a fact, "that there was a usage for architects to have their quantities made out by Surveyors, and for the successful contractor to add the amount to his contract." This usage was made the basis of the decision, and was upheld by the Court.

The case showed how important it may become to ascertain the usage and practice of the profession, and, as a lawyer, he would be glad to see, as a result of this discussion, some clear statement (not as to what was the law, but) fixing the custom and usage in these cases in some such form as suggested by Mr. Cates. The point, however, which was decided in Moon's case seemed to be pretty fairly established by that and one or two others of the cases which Mr. Saunders had cited; nevertheless, he did not think it was so fixed as to dispense with the necessity of proving it as a usage. This being so, it might, perhaps, be suggested as a better course, in this as in other cases where the usage or custom was not quite ascertained—so as to pass into the general law of the country—that, when a contract was made, the customary incident should be clearly expressed in words. This course would avoid any difficulty both as to whether the particular practice existed, its exact nature, whether it was intended to incorporate it, and also obviate the necessity of proof.

There was another point which had been alluded to in Mr. Saunders' Paper as to which he (Mr. White) was a little doubtful, and it was this. What was the extent of the Surveyor's responsibility, supposing it to be established to whom he was responsible? Mr. Saunders had said that the law was this:—"As regards the liability of the quantity-surveyor for his accuracy, it would appear that there is no implied warranty, but that in case of incorrectness, leading to damage suffered by his employer, an action will lie for negligence and want of skill." His (Mr.

White's) experience in these cases went to show that, in the opinion of some gentlemen, the obligation not to be negligent almost amounted to a warranty It was said to be so far possible to take out quantities accurately that it would be considered a case of negligence if there were any inaccuracy at all; and, therefore, it came to almost the same thing whether one guaranteed accuracy or promised not to be negligent. For instance, if there were a contract to add two and two together, it would be negligence if the result were not four. Mr. Saunders had given no reference to any decided case for the proposition which he (Mr. White) had read from his Paper. He (Mr. White) himself did not know where it was to be found, and should be very glad to be supplied with a reference, but he was not aware that it had been legally decided. He believed, in point of fact, inaccuracy in quantities would be held to be proof of negligence; but that he left to the gentlemen present, who understood more about it than he did; but he should have thought that the law would be held to be in this, as it was in every skilled employment, that where a professedly-skilled person is employed to do a certain thing, he undertakes to do it carefully, and contracts that he possesses the skill which he professes to possess. There was no warranty, *primâ facie*, unless there were some custom to that effect, and this was what he understood Mr. Saunders to say. But he should think it almost amounted to the same thing. He had certainly heard quantity-surveyors say that it was possible to obtain accuracy, and that absence of accuracy would be considered as negligence.

Was the quantity-surveyor to supplement the drawings of the architect? He should like to be informed by some gentleman, in the course of the discussion, what really was his duty in this respect. He was speaking as one ignorant of these matters except so far as his general practice went, but he had looked on the quantity-surveyor's duty as

that (so to speak) of translator—to translate into figures the drawings and specifications into a form convenient for the builder to price his work, not to add to or to supplement the architect's drawings and specifications. Otherwise it ceased to be a mere question of arithmetic and description, and the distinction between warranty and a contract to be careful became very material.

As Mr. Cates would observe, he had not gone through his "decalogue" sentence by sentence. So far as he had been able to judge from hearing it, Mr. Cates had correctly appreciated the law in those points where it was settled. Law, usage, and custom were, however, mixed up in his decalogue to a certain extent, and it was, therefore, impossible to give a rigid definition of the points as mere points of law. But Mr. Cates' clear statements would have great value if they were recognized by the Institution, as being correct statements of the exact custom and practice of the quantity-surveyor, as between himself and the architect and employer.

One other observation. Mr. Cates had said that, in all cases where architects provided their own quantities, the quantities should form part of the contract. He (Mr. White) was speaking now as one of the public, who did not expect to commit the great imprudence of building a house, nor was he likely, personally, to fall into these difficulties, but he would only point out that the public mainly desired, in these matters, to be protected against one great, and to them tremendous risk, the risk of "extras." What they wanted to know was what they would have to pay, and if a lump-sum were proposed to them, that it was inclusive of everything they would be called on to pay. He need not say how often such an expectation or desire was disappointed. As between builder and employer, to make the quantities part of the contract, as suggested by Mr. Cates, would be incon-

venient as it would be practically inconsistent with a lump-sum contract. That was a practical matter of which the gentlemen in the room were more capable of judging than himself.

In conclusion, he begged to thank Mr. Saunders for his able Paper. He would feel great interest in hearing the opinion of Members with reference to the points in Mr. Cates' "decalogue," and their views of the recognized custom in the profession.

Mr. T. Roger Smith (Visitor) was pleased to have the opportunity of hearing a Paper and a discussion on the subject of quantities, because, as Mr. Cates had said, it was one which appeared to have received less attention than its importance and, he thought he might add, its comparative novelty, demanded. Much of its history—in fact, the principles which really governed the practice of quantity-surveying—had been worked out within the lifetime of many present, for it was only within the last twenty-five years that those principles had taken definite shape. The practice might, he thought, be looked upon as still in course of formation, and it was possible that this discussion might contribute something to its further consolidation. He was reminded of the French proverb, "*Qui s'excuse s'accuse*," when Mr. Saunders, early in his Paper, made a kind of apology for the large amount of detail introduced into quantities. His (Mr. Roger Smith's) impression, and that of most architects who did not practice quantity-taking, but looked over bills of quantities and lamented the long time taken in their preparation, was, that there was a large amount of detail which, as far as they could see, was not usefully employed by builders estimating or by other persons making use of the bills of quantities, for any other purpose. It was true that in some cases there must be a considerable number of items. In a masonry bill, for instance, a large

amount of work would have to be dissected; but he could not help thinking that for practical purposes in many cases, if not in all, the shorter and equally serviceable mode might be adopted of giving more description and somewhat more comprehensive dimensions. He threw this out as an idea which many architects entertained.

Another observation which he might make, from an architect's point of view, was, that although quantities often did not, and, he thought, ought not to form part of the contract, for the reason which was so sagaciously put forward by Mr. Meadows White—viz., that it was inconsistent with a lump-sum contract,—there was also another purpose for which they were serviceable, that was to say, they were frequently used, not only as the basis for preparing the estimate and showing the schedule of prices, but also for showing the extras and omissions arising in the course of the construction of the building, and as evidence as to what was and what was not contracted for by the builder. However good the plans might be, and however good the specification, it was practically impossible—or, at any rate, it was very rarely the case—that the specification alone supplied all the information which the Surveyor had found it necessary to obtain, either by the process of working out the difficulties himself or getting them worked out by the architect. At any rate there was a considerable number of questions which arose during the course of building to which answers had to be sought for, more or less, in the quantities. The bill of quantities generally failed to give information as to where the materials were intended to be used; and, as a rule, it was necessary to refer to the original dimensions in order to get the general information to which he was referring, and often at the expense of very considerable delay. He should be glad if means could be devised of making the actual bills a little more explicit as to the nature of the works included in them. They would be documents not less useful for other

general purposes, and more useful for those subsidiary purposes to which they were always applied, more or less, during the progress of the works.

He had nothing further to say, except to recognize the fact that the services of the quantity-surveyor were not only necessary under the present state of things, but of the greatest possible advantage to the architect in insuring accuracy in carrying out his work; and it was in the highest degree desirable that an experienced and thoroughly unprejudiced and impartial mind should go a second time over the work, and perhaps discover difficulties of construction which the architect had overlooked or to which he had attached too little weight in the preparation of his plans.

On the motion of Mr. S. W. Casserley, the discussion was then adjourned to the next Meeting.

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Kemp v. Rose, 27 L. J. Ch. 264.
Kimberley v. Dick, L. R. 13 Eq. 1.
McConnell v. Kilgallen, 2 Irish C. L. R. 119, 1878.
Moon v. Guardians of Witney Union, 3 Bing. N. C. 814, 1837.
Taylor v. Hall, 4 Irish L. R., C. L. 467, 1869.

APPENDIX.

Report *of a Committee of the Royal Institute of British Architects on the Employment of Surveyors. Read at the Meeting of the General Conference of Architects held on June 14th,* 1872.

"The wide range of the subject, and the varied opinions which had been expressed at the Conference, rendered it difficult for the Committee to determine how best to proceed: after having collected a certain amount of information, they prepared a series of enquiries, which were circulated in the profession throughout

the country, and to which many replies were received: these replies evince a wide diversity of opinion, arising from local circumstances and individual varieties of practice, and have satisfied your Committee that for the present it will not be practicable to lay down any fixed rule for the guidance of the architect in dealing with 'quantities.' Each case must be governed by local or personal considerations, and the Committee have therefore deemed it expedient to make their recommendations and expressions of opinion so general as to meet these varying conditions.

"The object to be attained by the employment of Surveyors to take out the quantities of a building is to afford the builders who are to tender one uniform basis for competition, and to define more exactly and accurately than can frequently be done by the general drawings and specification, the exact amount and nature of the work to be executed; and as no employer should desire to obtain from his builder more work or greater value, and should not obtain less than was included in the estimate; while, on the other hand, he should have the greatest facility to secure due allowance in the case of omission, *it would appear reasonable* that the bills of quantities, which should express in an exact form the intentions of the architect as set out in his general drawings and specification, ought to form a part of the contract, and be dealt with as a recognized exposition of the responsibilities of both employer and builder.

"The established practice in London, in the case of large and public works, by which one Surveyor is nominated by the architect to represent the employer, and another by the builders to act for them, giving the construction of the work and the elucidation of the architect's ideas the advantage of the experience of two professional men, who consider each question from different points of view, has apparently for many years worked well; though, in many cases, the advantage derived from the engagement of two can only be considered nominal. There is an understanding that the Surveyors so employed are responsible to the builder for the sufficiency of the quantities supplied, and the general drawings and specification prepared by the architect being sufficient, the employer is guaranteed against any excess of cost, and the builder is held safe against loss from errors of quantity; on this system your Committee do not think it necessary to make further remark, although some objections have been made to it by leading members of the profession, who prefer to adopt the course next mentioned.

"Many eminent architects have adopted the course of nominating a Surveyor who shall prepare the quantities on his own responsibility, and as far as the builder is concerned, such quantities become practically a part of the contract. Your Committee thoroughly appreciate the great advantages which the architect

(and no less the employer) may derive from the employment of a Surveyor acquainted with all the details of design peculiar to the architect and with his general manner of proceeding, and also how such an arrangement facilitates proceedings when time is insufficient for the preparation of drawings and specification in such full detail as would be necessary if a stranger were employed as the Surveyor. They are therefore of opinion that this system may, in such cases, be advantageously adopted, provided always that the builder be relieved from any responsibility as regards the quantities, and that the bills be considered as representing the work to be done. The successful working of such a system must depend entirely on the ability and position of the Surveyor employed, his relation to the architect, and the extent of the confidence which the builders tendering may repose in him.

"It appears to be an ordinary custom in the provinces for the architect to supply the quantities for the carrying out of his own designs; where this is done it should be with the knowledge and concurrence of the employer, and the quantities should form a part of the contract. The architect accepts the duty of providing the quantities, and should not attempt to evade his responsibility by throwing on the builder, as is sometimes done, the labour and risk of checking them, a course which your Committee believe to be unsatisfactory, and in some cases likely to lead to great injustice.

"Your Committee are of opinion that the practice of making the bills of quantities part of the contract has not been fully considered. Recognized or not, the quantities should be invariably referred to as the interpretation of the general drawings and specification, and in all cases where they are supplied to the builder by the architect, or by a Surveyor in whose nomination the builder has had no part, and who is not responsible to the builder, they should form part of the contract. At the same time, when once it is admitted that these documents are to form part of the contract, the necessity for the employment of more than one Surveyor in their preparation vanishes.

"The more general adoption of quantities, the extension to country work of the system of measurement usual in London, the gradual modification of local terms and usages, and, not least, the discussions consequent on such meetings as the Conference, will all tend towards uniformity of practice; and as builders become more familiar with the London system of measurement, and the public better acquainted with the nature and bearings of the questions, as to the employment of Surveyors, and both recognize, when such acquaintance increases, the special advantages to be derived from the adoption of one or the other system of employing them, architects and Surveyors will find it to the interests of their employers to adopt a uniform practice."

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, April 26th, 1880.

EDWARD RYDE (VICE-PRESIDENT) IN THE CHAIR.

The discussion on the Paper read by Mr. C. G. SAUNDERS (Member), entitled "Quantities and Quantity Practice," was resumed by

Mr. S. W. CASSERLEY (Associate), who said that, as the mover of the adjournment on the last occasion, he desired, at the outset, to congratulate the Institution on having as materials for deliberation on this subject, not merely the able and instructive Paper read by Mr. SAUNDERS, but also the valuable supplementary suggestions made by Mr. CATES on the last occasion. He felt sure that, whatever were the practical result of the discussion, it would be due, to a large extent, to those very valuable materials.

He proposed, in dealing with the subject, to state briefly the established facts both as to the practice and the judicial decisions on the subject, and to notice incidentally the various queries raised in Mr. SAUNDERS' Paper, and the suggestions made by Mr. CATES thereon.

The first custom that appeared to be fairly established was that in some cases, where a building was to be put out to competition, it was usual for quantities to be furnished, in order that the competing builders might have the same identical materials on which to make their tenders. It also appeared to be usual in some of such cases that a

quantity surveyor should be employed to get out those quantities. At the outset, therefore, it seemed that this so-called "custom" was not invariable, and, therefore, in a legal sense, it was not a custom at all, but only a practice or usage, in certain circumstances. There were three conditions of things. It was possible, in any given case of competition, that there might be no quantities furnished, or, if furnished, they might be furnished either by the quantity-surveyor or the architect; and each of those three conditions had to be taken into consideration. But assuming that the quantities were furnished, and were got out by the quantity-surveyor, then came the question, what were the legal incidents annexed by the law to that state of things? At the outset it appeared evident that the question as to the rights and liabilities of the quantity-surveyor in such a case was really dependent upon another question, namely, what was the power of the architect as the agent of the client in the given case?

If the authority of the architect were that he was to do everything necessary and essential to the erection of the given building, the architect in such a case would, on the authority of *Moon* v. *Guardians of Witney Union*, be empowered to get out the quantities in any way that was proper; and, assuming that a quantity-surveyor was the most proper person to get out the quantities, then it would be clearly within the scope of the architect's authority to employ a quantity-surveyor, and thus to render his client liable for the work so done. If it were beyond the scope of the architect's authority, in any given case where the architect's functions were circumscribed by the client, then he would have no right to make such a contract.

This brought him (Mr. Casserley) directly to Mr. Saunders' queries on page 290 of the "Transactions":—

1st. "How far is the architect justified in employing a

Surveyor in his client's name, and as his agent?" He (Mr. Casserley) should say that if the architect were fully instructed to do everything necessary for a given building, and it were usual for quantities to be furnished for the erection of a building of that kind, a Court of law would, on evidence of such facts, uphold the architect's authority to contract on behalf of the client with a quantity-surveyor to get out those quantities.

2nd. "If the architect employs a Surveyor, and the building is not proceeded with, is the client liable to the Surveyor?" That would depend on whose fault it was that the building was not proceeded with. If it were solely the architect's own fault, no doubt he would render himself personally liable; but if, without the fault of the architect, the building were not proceeded with, then the client's original liability in respect of the employment of the quantity-surveyor would undoubtedly continue.

3rd. "If the client is unaware of the employment of a Surveyor, is he, therefore, not liable?" As to that, if the architect's instructions were plenary, and if it were a proper case for employment of a quantity-surveyor, the information of the client in that particular case would probably be deemed unimportant.

4th. "If the client is not only unaware of such employment, but also ignorant of the custom of employing a Surveyor, does this ignorance remove his liability?" That query was perhaps more doubtful, but he (Mr. Casserley) should assume that there was scarcely any case in which an architect, dealing with an ignorant client, would not think it his duty, in taking instructions from that client, not to omit to give him full information, in order to protect himself.

5th. "In what cases would the architect become liable to the Surveyor instructed by him?" Clearly in a case

where, acting beyond the limits of his authority, he employed a quantity-surveyor he would be liable.

6th. "If the Surveyor be appointed by the builders, and, after the acceptance of a tender, the building is not proceeded with, is the accepted builder liable or the employer?" In that case it was essentially a contract between the builder and the quantity-surveyor, and the contract subsisted between those two persons alone.

In all those cases, therefore, the custom and the application of the custom depended on the particular circumstances of the case. If it was a proper case for employment of a quantity-surveyor, and if the architect had unlimited instructions, or such instructions as would authorize his doing what was usual in such cases, then undoubtedly he was perfectly justified in employing a quantity-surveyor. There were cases, of course, in which it would clearly appear that there was no such authority. There was only one reported case he knew of which touched the subject, and it happened to be one which was not noticed by Mr. Saunders in his Paper—viz., the case of *Scrivener* v. *Pask*, which was decided in the year 1866 (L.R. 1, C.P. 715). That was an appeal in an action brought by a builder against a client whose architect had got out his own quantities, the claim being for incorrectness of the quantities. There was no evidence to show that the architect acted as agent of the client in taking out the quantities, or that the client guaranteed their accuracy, and therefore the Court decided against the claim.

He (Mr. Casserley) thought, therefore, that in every case, as between architect and client, it was essential that there should be sufficient evidence to show that the custom allowing the employment of a quantity-surveyor really came into operation; and, until it was settled as an invariable professional custom that the quantity-surveyor should be

employed in every case, it seemed to him necessary that the present practice must be a matter of evidence in each particular case. This brought him to Mr. Cates' suggestions at page 296. The first three of those suggestions appeared to amount to a recommendation that, as a general custom, the bills of quantities for competitive tenders should be prepared by quantity-surveyors. As he understood those suggestions, they involved an important question which required, at the outset, to be settled by the two professions of architects and Surveyors. But until that usage was established and passed into a custom of the profession, and there was clear, indisputable evidence to that effect, the law could not take cognizance of such usage as a "custom."

A further suggestion made by Mr. Cates was, that when architects took out their own quantities the bill of quantities should form part of the contract. Some very useful and pertinent remarks on that point were made by Mr. Meadows White at the last Meeting, and he (Mr. Casserley) did not propose to supplement those remarks in any way, except to observe that there appeared to be as much objection on the part of the architect to adopt the suggested plan as on the part of the client.

He proceeded to notice the second fact which appeared to be established, viz., that when a quantity-surveyor had been employed on the part of a client, the practice—if he (Mr. Casserley) understood it rightly—was this, that the amount of the quantity-surveyor's fees was included in the builder's tender, and that, in the bill of quantities, as it was furnished to the builder, there was a stipulation to the effect that the quantity-surveyor's fees should be paid by the builder out of the first instalment he received. Assuming that to be so, there were certain legal incidents attaching to that state of things which affected very much both the

queries propounded by Mr. Saunders and the suggestions made by Mr. Cates. Presuming the architect to be properly authorized, the client became liable for the Surveyor's charges until the first instalment had been paid to the builder, and when the builder received the first instalment, which included the Surveyor's charges, he then in turn became liable to pay over to the Surveyor the money he had received on behalf of the Surveyor. To use a technical term, he was liable for "money received for the use" of the Surveyor.

He did not agree with the final proposition expressed by Mr. Saunders on page 294—"It would seem that, up to the time of signing the building contract, a contract exists between the employer and the Surveyor, but after that time it ceases as between them, and exists between the builder and the Surveyor, so that, in case of the failure of the builder before the signing of the contract, the Surveyor would look to the employer for payment; but if the builder failed after the signing of the contract, the Surveyor would prove against his estate." That proposition appeared to be deduced from the statement of the reported case of *McConnell* v. *Kilgallen*, on page 293. But an important fact was omitted from the Paper in quoting that case—*i.e.*, that the Surveyor was there employed by the builder,—and, consequently, that decision did not affect the usual case of a quantity-surveyor employed on behalf of the client. In such cases, as a matter of law, the client who was originally responsible to the quantity-surveyor remained responsible until the payment over to the builder by the client of a sum of money representing the Surveyor's charges. That sum the builder received for the use of, and as a *quasi* trustee for, the Surveyor, and, therefore, the Surveyor could sue the builder for that amount. Mr. Cates' suggestion touched the same point very closely, and he seemed to be under the same

misapprehension as to the law in framing his suggestions numbered 4, 5, 6, and 7.

There seemed to be two objections to those suggestions as to the shifting of the liability for the Surveyor's charges from the client to the builder immediately on the acceptance of a tender. In the first place, as a matter of law that would be abnormal. No priority was established between the Surveyor and the builder by the signing of the contract between the client and builder. In the second place, there seemed to him, also, to be a practical objection to it, for it would be unfair to the builder on the one hand, and not altogether favourable in possible circumstances to the Surveyor on the other hand. He could not see why the builder, the moment he signed the contract, should take upon himself an obligation from which he derived no benefit whatever. If the client became a bankrupt after the builder had signed the contract, and before he (the builder) had received the first instalment, the consequences to the builder would be (if the suggestion were carried into effect) that, not only would he be a loser in respect of so much of the building as was done, but he would be bound to pay over the full amount of the Surveyor's fees, and might only recover from the estate of the client a small dividend on it. On the other hand, it seemed to him (Mr. Casserley) that the suggestion was not altogether favourable to a Surveyor, because Surveyors, under the present state of things, were able to claim against a client up to the time the first instalment was paid. Therefore the failure of the builder in the interim made no difference to the Surveyor; but if Mr. Cates' suggestions took effect, then the rights of the quantity-surveyor against the client would be barred in the signing of the contract, and he would be in a very much worse position than at present.

With regard to the further question as to the liability of

the Surveyor for the accuracy of his quantities. He imagined that that really fell within the general rule adopted by the Courts of law as to the liability of all professional persons for their work and operations, viz. :—that a professional person impliedly undertakes that he will bring to a given work proper skill, and employ proper skill and care to carry it out; and if his employer suffer by want of skill or from negligence he is able to recover damages for the injury sustained. Therefore the whole question as to the liability of the quantity-surveyor came to this: Was accuracy possible in any given case? If accuracy were possible, then undoubtedly the quantity-surveyor was bound to furnish that accuracy or to run the risk of damages in case he did not do so. He heard it laid down at the last Meeting that accuracy was possible, and, *primâ facie*, that seemed reasonable, and one imagined that such mathematical skill as a quantity-surveyor was ready to exercise would undoubtedly result in attaining the intended result; but, on the other hand, one had heard of some cases showing that mistakes sometimes occur even in the best-regulated quantity-surveyors' offices. He had heard of a case, which was probably of a representative character, arising out of an omission to "twice" a specific quantity. It occurred in a contract for a church, and the quantities were got out very accurately for one aisle, but by a mistake of the quantity-surveyor's clerk the quantities of that aisle were not "twiced." Consequently the builder tendered on quantities for only one aisle, and the result was that the Surveyor had to compensate him for his extra expenditure.

That was one case he knew of, and in that case no doubt the quantity-surveyor was liable to the builder. Suppose on the contrary that the quantities in that case, instead of not having been twiced for the aisle had been quadrupled, the consequence would have been (assuming the

accepted tenders were based on those quantities) that the client would have paid double as much for that aisle as he ought to have paid and as the builder meant him to pay. What would be the consequence of that state of things? There was no legal decision exactly on the point, but he would venture to think that, on sufficient evidence as to what the intention of the parties was, the Courts of law would hold that, inasmuch as the client had through the Surveyor's mistake (which interpreted in the language of the law meant his negligence) paid twice as much as the builder meant him to pay, he would have to refund to the client the amount which the client had so unprofitably spent. If it were good for the builder on the one hand, it ought to be good for the client on the other, and he was afraid that in either case it was equally bad for the quantity-surveyor.

As to the question whether accuracy was attainable, he must leave that to them as practical men, but his own personal experience in cases of this kind had shown him that differences in results were not unknown in cases where two Surveyors had been employed and had worked independently.

The third usage which seemed to him to be settled was this—that in some cases builders employ their own quantity-surveyor for the purpose of taking out the quantities. He believed it arose in cases where no quantities were originally furnished, and then it was the practice for some of the builders who intended to compete, to agree that they would take the quantities of a particular Surveyor, and use them as a common basis of tender. Now, the legal incident that attached to that practice was a liability on the part of the builder (independently of express contract) to pay the fees of the quantity-surveyor, but such liability might be modified by the terms of the contract between them. He believed

the usual terms were these, that the quantities were got out for a number of competing builders, but only one of them was to pay, and he was only to pay in the event of his tender being accepted. Undoubtedly, directly his contract was accepted, liability attached to him to pay; and that was the essential point in *McConnell* v. *Kilgallen* which Mr. SAUNDERS had cited. He believed it not infrequently happened that some other builder who estimated the quantities for himself might possibly come in and tender on a different basis altogether, and he might thus succeed in getting the contract. In that case the condition precedent to the builder's liability to pay the Surveyor's charges would not come into existence, and the quantity-surveyor would have no right of action against anybody. But if the builder obtaining the contract were one of those who employed the quantity-surveyor, then his personal liability to the Surveyor would come into effect, and the contract for remuneration could be enforced. On the other hand, the liability of the Surveyor to his employer for the accuracy of the quantities would become a legal incident of that contract.

Mr. JOSIAH HUNT (Member) said that, in the few remarks which he proposed to make, he should endeavour, as closely as possible, to follow the lines laid down at the last Meeting by Mr. CATES, discussing "the status, rights, duties, and responsibilities of the quantity-surveyor," and leaving "the details of practice in taking out quantities and measuring" for more informal treatment. He would also endeavour to deal with Mr. WHITE's remarks as to the usage of the profession as far as he could do so within brief limits. The latter gentleman referred (page 305) to the case of *Moon* v. *The Guardians of the Witney Union*, pointing out that the case showed how important it might become to ascertain the usage and practice of the profession, and

saying that "as a lawyer he would be glad to see, as a result of the discussion, some clear statement (not as to what was the law, but) fixing the custom and usage in these cases in some such form as suggested by Mr. CATES." Now, the case of *Moon* v. *The Guardians of the Witney Union* had, he supposed, long been held by the profession to be a sort of sheet-anchor. He had, however, been told by a gentleman learned in the law that this case was not entirely trustworthy. It was an old case, having been decided as long ago as 1837. It had, so far as he was aware, never been appealed against, and was, he was given to understand, bad law, and likely to be upset at any time by the Court of Appeal. Nevertheless, while it stood, it was, as he had said, a most important case, and the only one of the kind on record. It was a singular fact that the case of MOON was decided on custom at a time when the architectural profession was almost unanimous against employing quantity-surveyors, and when as a rule, if done at all, it was done in a very irregular fashion; but Mr. MOON managed to get a sufficient number of witnesses to show a custom existing (though, as a matter of fact, no general custom did then exist), and got a verdict. If that case was law in 1837, surely it was much sounder law now that the custom had fairly established itself.

The next point referred to by Mr. WHITE was "negligence." He observed (pages 305 and 306) that "his experience in these cases went to show that, in the opinion of some gentlemen, the obligation not to be negligent almost amounted to a warranty." The word which quantity-surveyors were in the habit of using was "guarantee," not "warranty." How far liability attached to that word, as compared with warranty, was a question for learned gentlemen. That there was liability was beyond question, and that the quantities were guaranteed most of

the quantity-surveyors present could testify from painful experience.

The same speaker went on to say: "It was said to be so far possible to take out quantities accurately that it would be considered a case of negligence if there were any inaccuracy at all; and, therefore, it came to almost the same thing whether one guaranteed accuracy or promised not to be negligent." This was so: the Surveyor promised not to be negligent, and by so doing guaranteed the quantities, and if they were wrong in any appreciable degree, the builder soon took cognizance of the fact and claimed to be reimbursed any loss he may have sustained in consequence of the error. He feared, therefore, that the distinction, if any, between warranty and guarantee amounted to very little.

The next point referred to by Mr. WHITE was whether the quantity-surveyor should be expected "to supplement the drawings of the architect. He should like to be informed by some gentleman, in the course of the discussion, what really was his duty in this respect. He was speaking as one ignorant of these matters except so far as his general practice went; but he had looked on the quantity-surveyor's duty as that (so to speak) of translator—to translate into figures the drawings and specifications into a form convenient for the builder to price his work, not to add to or supplement the architect's drawings and specifications." Now possibly if, instead of using the words "to translate into figures," Mr. WHITE had said "to reduce into figures," or "to interpret into figures," it would have been possible to go with him more completely. It was not, as Mr. WHITE had put it, a mere question of arithmetic in taking out quantities. It was far more—it was having before one certain drawings and specifications, and bringing to bear upon them the professional skill needed to interpret not only

the things expressed in the drawings, but also the intention and objects of the architect, so that the quantities should be complete in all respects, and so that the building-owner should be protected as regards extras not arising from alterations and amendments in the drawings and specifications. Extras were declared by Mr. Meadows White to be the great bugbear of the public; but extras did not arise with the quantity-surveyor, but from the action either of the building-owner or the building-owner's architect. If the building-owner and the architect would sit down and carefully examine the specifications after the bill of quantities was prepared, and then take themselves off, leaving their drawings and specifications to the clerk of the works, in nineteen cases out of twenty it would be far better for the building, the builder, and everybody concerned. But the building-owner would not be quiet, and would interpose objections, and the architect had not the strength of mind to say "Do not interfere!" When alterations were made the "letting-out of water" began, and extras followed each other. It was like attempting to alter a clause in a deed,—the meaning of the other clauses was affected, and the whole thing became "confusion worse confounded." The architect liked to exercise his artistic skill, and would not rest content with his original designs, but tried to think out something afterwards which was not an integral portion of what he thought out before, and thus entailed additional expense and involved extras, with all the resulting confusion.

Passing to the Paper, the author observed (page 289): "That the Surveyor is liable for accuracy to the builder who pays him is beyond contradiction; but, as will be remembered, in a case recently decided which excited a great deal of interest, it was contended that a Surveyor was also legally liable for correctness to the employer. It may

be argued that although the Surveyor is paid directly by the builder, yet, as the commission is included in the amount of the tender, he is eventually paid by the employer, and is therefore his servant and liable to him." It might be rank heresy on his (Mr. HUNT's) part to say so, but it was not at all clear to his mind that the quantity-surveyor was liable to the builder. Practically, this was, no doubt, the case, and the Surveyor, as a matter of fact, had to pay the builder if his quantities were short; but if the law laid down by Mr. SAUNDERS (page 290) were correct, that it is a principle in law that there can be but two parties to a contract, then he (Mr. HUNT) would say that the real parties to the contract were the building-owner and the quantity-surveyor, and there was no privity of contract as between the quantity-surveyor and the builder. He might be chargeable with temerity for enunciating that proposition, but it was well to look a difficulty in the face, and when he came to discuss Mr. CATES' decalogue he should have to show that a fundamental error lay at the base of the contention.

The author said: "If the employer bought timber, and the builder contracted to work it up and fix it, the liability of the timber-merchant would be to the employer and not to the builder; and, in the same way, if the employer paid the commission for quantities direct, the Surveyor would be liable for accuracy to the employer." He (Mr. HUNT) had never heard that disputed. He had been called on by the building-owner, as well as by the builder, to pay for excess of quantities as well as for deficiencies; and, if time allowed, he could give some very amusing instances of the way in which mistakes of the kind, which were of almost daily occurrence, arose. The author's points on page 290, with reference to the position in which the Surveyor stood to the builder and building-owner, had been so well dealt with by Mr. CASSERLEY that he would not

discuss them further. The law had been clearly defined by that gentleman, and it was no use trying to evade it.

He would now pass on to the observations of Mr. Cates. He preferred to call what Mr. Cates denominated his "Surveyor's decalogue" the Surveyor's charter. It was not a rigid code of laws to bind Surveyors; but a charter for the purpose of enabling them to vindicate their rights. As to Mr. Cates' first and second propositions, all were, he supposed, pretty well agreed; but as regarded the third, "That, for this purpose, the architect is the agent of his client, and the client is bound by his acts, whether cognizant or not of them or of the custom," surely it was necessary for the protection of the building-owner in some way that he should be cognizant, and that the architect should make him cognizant, and not leave him to go on blindly incurring liability. It seemed to him that an architect, on employing a quantity-surveyor, should make his client aware of the liability he was incurring, whether the work were going on or not. This was the more desirable since it often happened that a building-owner was trying a sort of experiment, and should not be kept ignorant of the fact that he is incurring distinct liability whether he erects the building or not.

Proposition 4, "That, until a tender is accepted, the client is liable to the Surveyor so appointed by the architect for the amount of his commission and the expenses incurred," was in his opinion absolutely correct.

He differed, however, entirely from Mr. Cates as to his 5th, 6th, and 7th propositions. The fifth recited, "That, on the acceptance of a *bonâ-fide* tender, the liability to the Surveyor shifts from the client to the builder; the Surveyor accepts the builder as responsible to him, and his right of claim against the client ceases." He (Mr. Hunt) doubted that very much. He did not know how Mr. Cates arrived at the fact that the liability shifted from one person to

another. How was the liability transferred to the builder simply by the acceptance of a tender? This would be to make three parties to a contract, and it would be impossible to know when the contract began or ended, if such were the law.

Proposition 6, "That, if the work is abandoned before a tender is accepted, the client pays the Surveyor," was strictly right.

Proposition 7 was important, "That, as a matter of convenience, it is the custom that the architect should include, and it is an obligation on the architect so to include, in his first certificate such reasonable charges and expenses of the Surveyor; but the liability of the builder is not affected by this practice, and commences immediately on the acceptance of his tender." He was glad to see that there were several builders present, and they would probably decline to accept this as law or gospel. If it were so, it would put a builder into a very difficult position. He need not go for an illustration more than 100 miles from the Institution to a large work, for which he prepared the quantities, and which was partly erected, and for which the builder received a certificate for his first instalment. He (Mr. Hunt) also received a certificate for the payment of the quantities, but the builder was never paid his first instalment, and he (Mr. Hunt) had not been paid for the quantities. If Mr. Cates were right he (Mr. Hunt) had his remedy against the builder, who was eminently a solvent man; but the builder's answer to his application for payment was, "No; when I get my money, I will pay you." This did not point to the shifting of the liability.

As regarded proposition 8, there would be very little difference of opinion, "That a Surveyor employed directly and solely by the builder, without the intervention or concurrence of the architect, has no claim against the client, and

must look for payment to those who employed him, and on whose instructions he acted." In discussing a series of propositions of this character, it was as well to be outspoken, and he must say that the desirability of introducing the word "concurrence," was very questionable; the words "without intervention" were all very well, but "without concurrence of the architect" was quite another thing, as the architect must be conceived to be aware of the usual practice in the matters, and his knowledge of it might be taken to imply his concurrence. The word was too vague and would be better omitted. As a matter of fact, the building-owner, so far as his experience went, was not liable under the circumstances referred to in proposition 8, and he thought it would never become law that the building-owner was liable to the quantity-surveyor in a case of this kind.

As regarded proposition 9, he should like to know under what circumstances an architect made himself personally liable to a Surveyor; for, supposing that the architect had proceeded *ultra vires*, how was the Surveyor to know it? The architect, for that purpose, was agent for the building-owner, and if it were right for the architect to employ a quantity-surveyor and the building-owner became liable, how could the liability of the building-owner be interfered with by the architect transgressing his powers? If such were the case, the written instructions of the architect or some authority from the building-owner would be required by the Surveyor. With written instructions, the building-owner might have his remedy in the case of powers being exceeded and liability incurred which was not warranted. He did not see under what circumstances the architect could make himself personally liable to the Surveyor except by saying, "If the work should not go on, I will pay you."

As to proposition 10, "That the Surveyor is liable to the builder for proved inaccuracies or deficiencies in the quantities, and it is an obligation on him to prepare his quantities with the utmost care and accuracy, that the client may not suffer by excess," whether there were a liability or not—a legal liability he meant—they were all subject to it, and subject to it under very unfavourable circumstances. He might mention an instance in his experience. He was employed by an architect on behalf of a corporation in the midland counties to prepare quantities for a large building. They had to be got out in a hurry, and were done accurately. They were sent to the lithographer's, and one of the items was 125 squares of inch batten flooring. The item was written out carefully, but the lithographer transferred it into the second column, and brought it out as "125 feet." It was read over at the lithographer's in a hurry and sent away, and some time afterwards the builder wrote to him saying that the quantities were very short on that head. He (Mr. Hunt) saw the mistake, and applied to his clients. They refused, however to pay the builder, saying, "We have entered into a contract for a certain sum of money, and he must take it for better or worse," and he (Mr. Hunt) had to pay the builder for 125 squares, less 125 feet, of flooring. It might be held that the proprietors were liable, but he did not think they were so in reality. It was a very hard case, but not an uncommon one, and went to prove the reality of the liability.

Mr. T. M. Rickman (Member) thought it would have been interesting had some of the speakers gone a little into the history of the subject. The causes which favoured the development of the old measuring-surveyors into the modern quantity-surveyors might have been referred to, and the

circumstances which led to the establishment of the customary charge of $2\frac{1}{2}$ per cent. for quantities in country districts—a rate of remuneration seldom conceded in London. Another and a more important fact might also have been pointed to—viz., that the calling of the quantity-surveyor had come to be recognized, and had taken its place as an independent and honourable profession. Forty years ago it occupied a very different position. It was then the fashion for measuring-surveyors, when a contract was coming out, to canvass the builders for the quantities. He had heard of two or three Surveyors going down to the far east or the far west and taking out quantities at a considerable cost, only one of them getting employed and paid, and even then insufficiently paid, for there was competition not only in the price and in the pace at which the work was to be done, but also in securing the work for the builders. The difference between a set of quantities prepared by a Surveyor who took the chance of getting paid, and those prepared by an independent professional man legitimately employed might be easily conceived. The result had been that the public had come to see the necessity of recognizing the fact that the quantity-surveyor discharged important and responsible duties, and should be accorded an independent and honourable position.

He trusted that the propositions laid down by Mr. Cates would before long represent the established custom of the profession; but he thought it must be admitted that there were many districts where the custom was different, and where clients insisted that their architects should prepare the quantities themselves. The custom of employing professional quantity-surveyors had spread from the south of England, and was gradually extending over the whole breadth of the country. He would have been sorry if the

discussion had been confined solely to the measuring-surveyors. It was very important that the general public should be represented, and they were well represented by the legal gentlemen who had taken part in the discussion.

The position which the architect who prepared the drawings and specifications held relative to the measuring-surveyor could not be too clearly defined. The architect ought to be able to produce, and should produce, drawings and specifications which would hold water, and the Surveyor to whom they were handed should have his position recognized as an independent professional man, charged with the duty of going into the matter fairly on behalf of the client and of the builder also. His position, indeed, was in some respects similar to that of a public accountant, who was professionally responsible to both parties.

Before taking out the quantities the Surveyor should have a distinct understanding with the architect as to the position he would stand in should errors creep into his work. Errors there would always be, though no doubt they might, as a rule, be kept within narrow limits in well-regulated offices. Nevertheless, important errors were possible, and it seemed to him that where the charges were cut down from $2\frac{1}{2}$ per cent., which was the custom in many parts, to, say, 1, $1\frac{1}{4}$, $1\frac{1}{2}$, or 2 per cent., according to the quality of the work, there could not be included any "insurance premium" for accuracy. The client ought also to be a party to the undertaking, and there should be a distinct agreement that, in case errors were detected, on the measuring up of the work, such errors should be corrected. In ordinary cases he believed the measuring-surveyor used the greatest possible care—even more than reasonable care—for his professional position was at stake.

The quantity-surveyor should, he thought, be left to himself. He should not receive his instructions from the client. He should know neither the client nor the builder, and should be clear from contact with either of them, except through the architect—as clear, in fact, as counsel from contact with the public, except through the intervention of a solicitor.

Mr. T. Chatfeild Clarke (Member) believed that the most unwise course that the estimating-surveyors of the Metropolis or elsewhere could adopt would be to attempt to enforce the making quantities part of the contract, or that their accuracy be not guaranteed. The result of relieving the profession from the responsibility for accuracy must inevitably be a decline in the scale of their remuneration. He believed that at the present moment the estimating-surveyor was, all things considered, better paid than the practitioner in the architectural branch of the profession. He rejoiced that he was, and believed that it ought to be so, for the work involved responsibility; but he held that to shirk that responsibility by making the quantities part of the contract would simply mean cutting the ground from under their feet, and injuring an honourable branch of professional work.

Under present circumstances the client left the general details of arrangements to be settled by the architect, saying, in effect, "Take any necessary steps to carry out my building, follow your own course, and employ whoever ought to be employed." The architect thereupon took upon himself the responsibility of nominating, or joining in nominating, a man believed to be a competent Surveyor, or agreeing to the appointment of two Surveyors; but, having done this, to introduce into the client's mind (as

was stated by a gentleman on the last occasion) a feeling of uncertainty as to the ultimate cost of carrying out the work, in consequence of possible errors in the quantities, could not fail to be injurious to everybody concerned. He quite agreed with Mr. Cates that the estimating-surveyor was entitled to have the best drawings, specifications, and details that it was possible to prepare, and it was a wonder to him (Mr. Clarke) that such correct results were so often arrived at from such imperfect data.

He quite agreed with one of the speakers that the amount of extras at the end of a contract did not generally arise from the quantities at all, but from the interference of the building-owner during the execution of the work; but to go the length of implying that little additions and variations were looked upon with disfavour by the builder, was too much for human credulity.

There were other branches of the subject which had not been touched upon—such, for instance, as the rateable remuneration to be paid to the quantity-surveyor when the works were not executed, his responsibility being in such a case at an end. Ought not the estimating-surveyor under these circumstances to consent to a considerable reduction of fees? A large number of very serious and important questions connected with quantities still remained for consideration, and he should be glad if the discussion led in any way to their elucidation.

Mr. G. F. Trollope (Associate) would be glad to contribute a few words from a builder's point of view. He was no longer in business, but he had studied the question for many years. Much of the discussion had turned upon purely legal points rather than upon matters of common occurrence and practice. He was a member of the Builders' Society

for many years, and remembered that one of their rules was that, in the case of a contract of any magnitude, two Surveyors should be appointed—one by the architect and one by the competing builders. Every builder so employing a quantity-surveyor should say to himself, "I am incurring the responsibility of paying a quantity-surveyor, and am to have the trouble of making my estimate—who are the parties asking me to compete?" If they were men of position he was, of course, satisfied they would pay, but in many of the cited cases he need hardly say that there was some sort of risk of the Surveyor not being paid, as they seemed to be of a rather speculative character. He considered, in short, that every one was individually responsible for paying the Surveyor whom he had employed.

He was of opinion, and he spoke after a long experience, that the position of the quantity-surveyor needed elevating, for several reasons. A Surveyor is appointed either to act between the architect and builder, or a Surveyor is appointed on either side. A Surveyor appointed to act between the architect and builder ought to be as impartial as any judge, and do what is absolutely right between the two. With a Surveyor on each side, it was only consistent with human nature to suppose that the Surveyor employed by the builder would take the builder's part, and the Surveyor employed by the architect the architect's part. In one respect, viz., the adjustment of accounts, he held that builders were very frequently most unfairly treated, and as it was one in which the status of the quantity-surveyor was concerned, he might illustrate it by two cases from his own experience. One was the case of a large public building, where it was found necessary to have certain variations as to the foundations and to meet light and air questions. The architect was asked

whether a Surveyor should be employed, but he said, "I have nothing to do with that; if you find it necessary to employ a Surveyor to do your work, do so, and when you have completed it send in your account and I will examine it." The account was sent in, and the architect demanded all sorts of explanations, and after two years it ended in a compromise, the final contention turning upon the question of who was to pay the Surveyor for his measurements. The architect said, "You may employ whom you like and do what you like!"; but he (Mr. TROLLOPE) contended that this was not a fair way to approach the matter, for in the original quantities there appeared at the foot of the bill, "Allow 2½ per cent. for quantities," which meant, he contended, quantities of all kinds, whatever their character, including extras and omissions.

The other instance was that of a private dwelling. In that case the estimate was about £10,000 for alterations and additions to a house, and very soon after the works began the employer said, "The architect quite misunderstood me; these alterations do not suit me. I never expected them to turn out in this way, and I must have them altered." The employer, as a consequence, got to loggerheads with his architect, whom he charged with misunderstanding him. At the end of the job it was necessary to employ the original quantity-surveyors; but the architect said, "I won't pay your Surveyor on the footing of the original estimate. If you send your own Surveyor you must pay him yourself." The result of that £10,000 job was £8,000 extras and £6,000 omissions, and the Surveyor's percentage on the latter items was just £200, which the architect refused to pay, and, feeling that he was under great odium, he kept his (Mr. TROLLOPE's) firm out of their money for two years after the quantity-surveyor

had made up the accounts, on the ground that it was the architect's duty to examine all those intricate bills over again.

He observed that in a recent case (*Clemence* v. *Clarke*) the architect gave his certificate in some such form as this: "I certify that the balance due to Mr. Clemence is so much, being the amount arrived at by the estimating-surveyor." This was objected to as not being a proper certificate; but the judges* on appeal took a common-sense view of the thing, and said the architect was not bound to add up everything himself, having deputed the duty to the quantity-surveyor, and the architect's certificate was upheld.

What he wanted, therefore, particularly to urge on Surveyors present was, that when the architect employed a quantity-surveyor in whom he had confidence, and the builder met matters fairly when the accounts came to be made up, the position and authority of the quantity-surveyor should be recognized, and the architect should not have it in his power to pull the whole matter to pieces again, but should be bound (as a rule) by the decision of the Surveyor.

Mr. W. Eve (Member) thought that the broad facts of the question had not yet been fully presented, and he regretted that he had not had an opportunity of submitting them for discussion earlier in the evening. There were two propositions which he wished to enunciate—first, that quantities should be paid for direct by the building-owner, and not through the builder; and, secondly, that the Surveyor should be liable equally to the building-owner and the builder. He would endeavour to point out the advantages

* Lord Coleridge, C. J., Grove and Lindley, JJ.

which would result from the adoption of this system, and the evils it would remedy. The profession of the quantity-surveyor was an exceedingly honourable one, and many members of that profession were above suspicion; but in this, as in every other calling, there were persons who were not over scrupulous, and some instances he was about to give from his personal experience would, he thought, lead the great body of upright and honourable practitioners to consider whether some alteration was not needed, alike in their own interest and in that of building-owners.

Bills of quantities generally contained an item of "Lithography, &c."—a description of so vague a character as to open the door for any unscrupulous person to seek an indirect and unlawful profit. He would give one or two actual instances which would speak for themselves. In the first case the moderate sum of £17 had been charged under this head for 70 pages and 61 sketches; in the next, £86 for 34 pages and no sketches; in another, £40 for 34 pages and no sketches; and in another £83 for 51 pages and 18 sketches. These cases needed no comment.

But other things crept in under the shelter of this item, and in one case he found that upwards of £100 had been charged on the quantities and handed over to the architect for abortive plans not carried out.

But the worst case he ever heard of was that of adding 5 per cent. "for privilege of tendering." Every quantity-surveyor of standing and respectability must feel how desirable it was to render such practices as these impossible. The remedy was to let the building-owner (who, as had been pointed out, ultimately paid the quantity-surveyor) pay him directly, without the intervention of a third party who has no interest in protecting him from an unfair charge. This would place the quantity-surveyor in

a simple and unequivocal position, and would render it impossible for unscrupulous persons to cast discredit on an honourable profession. Nothing that had been said went to show that it was more desirable for the builder than the building-owner to pay the Surveyor.

The next point was the liability of the Surveyor to the building-owner, as well as the builder. The illustration of the aisle referred to by Mr. Casserley was a very good one. If the quantities had been quadrupled in that instance, why should not the builder be liable to re-imburse the building-owner the excess? What he contended was, that the quantities should form the basis of the contract; and this would secure the advantage referred to. Should any question afterwards arise, either at the instance of the builder or the building-owner, let it be adjusted by the Surveyor, and if he were wrong in the quantities then he ought not to be paid for such investigation.

As he had already said, he regretted that he had not had an opportunity of making these observations earlier in the discussion, in order that they might be reviewed and criticised by those more experienced than himself and, if wrong, corrected.

Mr. Francis Turner (Associate) regretted that the discussion had gone rather upon the law than the practice of quantity-surveying. He had been on various occasions legally concerned in questions connected with that branch of practice, and felt considerable interest in ascertaining the views of gentlemen practically acquainted with the customs regulating these matters.

The position of the quantity-surveyor was somewhat anomalous, and it was difficult to find a parallel to it. The quantity-surveyor was generally employed by some

one he had never seen—the building-owner—and paid by a person of whom he had probably never heard—the builder. Mr. Casserley had stated that the quantity-surveyor would be liable for negligence. Other speakers appeared to think that it was practically the same thing as regarded liability whether the quantities were guaranteed or not; but he was unable to agree entirely with either proposition, especially the latter, because to guarantee or warrant the absolute accuracy of quantities was one thing, and to be liable for negligence in the preparation of those quantities was another thing entirely. If the accuracy of the quantities were warranted, the quantity-surveyor must be of all men the most miserable.

He expressed this opinion because it must be remembered that the term "warranty" or "guarantee" imported an absolute undertaking by the quantity-surveyor that his quantities were correct, and deprived him of the benefit of any circumstance which would otherwise excuse or justify less than absolute accuracy. On his warranty or guarantee he would be liable, even if the architect, wishing to save himself trouble, or, perhaps, being doubtful whether the building-owner would proceed with the work, had prepared his plans and specifications with undue haste, or with less than reasonable care and skill. In any such case, the quantity-surveyor who warranted his quantities would or might be called upon to pay heavy damages to the person with whom he contracted—a responsibility to which no other professional man was subject.

The ordinary obligation of a person exercising any profession or vocation for gain or reward was much less extensive than that of a warrantor or guarantor. He was bound to possess competent knowledge and skill, and to exercise them with reasonable care and diligence. If, in

performing his duties, he fell short of these requirements, he would *primâ facie* be liable to the party who suffered from his neglect or incompetency, such liability resting upon the basis either of express contract or of some well-understood and universally-recognized custom, whereby the position of the parties was defined. When negligence on the part of the quantity-surveyor was undenied and undeniable, a question arose which showed the peculiarity of his position. To whom was he liable? That question would in ordinary cases be answered by the reply to the further question—"By whom is he to be paid?" If no contract were entered into, the decision in *Moon* v. *The Guardians of the Witney Union* represented the law as laid down 43 years ago, and subsequently ratified and acted upon again and again. According to the law in that case, if the contract went off through the default of the building-owner, then the quantity-surveyor can recover from the building-owner. Supposing that a contract had been entered into and carried through without any hitch, he might undoubtedly recover from the builder,—a point decided a dozen times at Westminster Hall, within the last five or six years, the custom recognized in Moon's case having been proved. But there was a question yet to be decided in Her Majesty's Court of Appeal, namely, what was to happen if a building contract be entered into and not carried out through something for which the Surveyor is not responsible, but by means of which the quantity-surveyor failed to obtain payment? Suppose the tender to be silent as to when a builder was to be paid for the quantities. Mr. Cassberley supposed that there was never a departure from the practice of inserting in the contract that the quantities were to be paid for out of the first draw. He could only say, that was not his experience, and that the stipulation on

behalf of the quantity-surveyor was often omitted. What was the position of the quantity-surveyor under such circumstances? He thought that, as a matter of common sense, the Surveyor should be entitled to recover from the builder as soon as the building-owner paid the builder the sum his charges represented.

At present it was undecided whether a contract shifted absolutely or conditionally, and on three or four occasions in the course of the last year the matter had come under his observation. He had been surprised to find, not only a difference but a complete divergence of opinion amongst some gentlemen who might be expected to have frequent and practical familiarity with the subject. He could only imagine that quantity-surveyors were so seldom in peril of losing their fees that very few of them had opportunity or occasion for considering the question.

The fact that when the building-owner had paid the builder for taking out the quantities, the quantity-surveyor must look to the builder and not to the building-owner for payment, raised the further question whether there was any liability on the building-owner after the contract had thus shifted. That was a point which at present was undecided. The suggestion made by Mr. Eve was a very good one—that the building-owner should in every case be the person to whom the quantity-surveyor should look; but the contrary custom had been so long established and acted on that it would need something very like a formal resolution not only of that Institution, but of kindred scientific institutions, and an extensive notification to the public, for whom Surveyors acted, before there could be such a change, unless it were made a condition of every contract entered into. The points which regulated the legal position of the quantity-surveyor were at present so ill understood that the

profession would owe a debt of gratitude to any one who would take means to determine them by instituting the requisite number of lawsuits, and thus solving many interesting and doubtful professional problems.

Mr. Saunders begged to thank the Members for the great attention they had given to the Paper, and for taking part in the resulting discussion. The comments on his Paper were on the whole so favourable, and he had already so fully expressed his views on the subject, that there was nothing to say by way of reply.

The Chairman said that, although it was his privilege to sum up the discussion, it was impossible at so late a period of the evening to pass under review the remarks of the various speakers. There seemed to be a preponderance of opinion that the building-owner was liable to the Surveyor until the first instalment was paid to the builder, after which the liability to pay the Surveyor shifted to the builder. It also appeared pretty clear that the Surveyor was liable to the builder for any loss he might sustain on his contract owing to the inaccuracy of the quantities. He was clearly liable for negligence, though a mere mistake in many cases could hardly be called negligence. It had also been contended that the liability of the Surveyor went further, and extended to the building-owner, if he sustained loss in consequence of any inaccuracy in the work of the Surveyor. In every profession there was a liability to mistakes, notwithstanding all the care exercised, and the position of the quantity-surveyor seemed a hard one from this point of view.

The subject had proved an attractive one, and it was hoped that on some future occasion it would be reintro-

duced by another Paper on the same branch of practice, and dealing with some of the collateral questions referred to in the course of the discussion.

The Meeting then adjourned.

REMARKS ON THE RATING OF MINES AND QUARRIES.

By J. POTTS, Jun. (Member).

Read at the Ordinary General Meeting of the Institution of Surveyors, *May 10th*, 1880.

THE PRESIDENT IN THE CHAIR.

PART I.

History of the Subject, and Introductory Remarks.

The history of the assessment of rateable value on mines is a little curious: until within the present reign every kind of mine was held to be exempted from the payment of poor rates, *excepting coal-mines.*

The words used in Elizabeth 43rd, chapter 2, to describe what was to be rated, are as follows:—"Lands, houses, tithes impropriate, propriations of tithes, coal-mines, or saleable underwoods," and these words were held to convey the exact meaning of the law. The fact of coal-mines being alone mentioned, was taken to mean that all other mines were intended to be exempt. It is plain, however, that such exemption hung on but a very slender thread, and, equally so, that the exclusion of mines other than coal-mines from rating for the relief of the poor was a grievous injustice. It is not surprising that such a state of affairs should admittedly require change, and the Act of Vict., c. 37 & 38, was passed for the purpose of abolishing all distinctions. By that Act it was made quite clear that all mines and quarries were henceforth to be assessed.

It is to be regretted that the Act referred to did not remain content with the removal of the injustice described, for in going further, and in giving specific directions as to the mode in which mines were henceforth to be assessed, a striking injustice has been inaugurated. It is fortunate for those upon whom this injustice bears heavily that no argument based upon its antiquity can be urged in its defence, and in fact it may possibly surprise many to learn that the assessment of rateable value upon royalty dues has only had the authority of Parliament so lately as in the year 1875.

Before proceeding to consider further the particular points involved in the rating of mines, let me here state four general propositions, which should, to my mind, govern all procedure involved in rating hereditaments for the relief of the poor—

1. The poor are to be supported out of the annual produce of the soil, and not in any way out of the soil itself.
2. Such portion of the annual produce of the soil as is paid to the landlord for the use of the surface, and for permanent improvements thereon, or its equivalent in money, is the "annual value," or "rent," referred to in all Acts relative to rating prior to Vict. 37 & 38.
3. "Rateable value" must be calculated on the basis of such annual value, or rent, or an estimate thereof, and on that alone.
4. In assessing rateable value upon hereditaments, it is absolutely necessary that every class of the community be treated with a perfect equality.

I need here only enlarge a little on the fourth proposition, and explain that, in using the words "perfect equality," my meaning is that the occupier of a mine must

be assessed on the same principle as the tenant of a house, and that the tenant of a factory must be assessed on the same principle as the occupier of a farm. If any idea other than the above be acted upon, whether such idea be sanctioned by Act of Parliament or not, a grievous injustice must result.

The indictment, which it is my purpose to bring against the Act of Vict. 37 & 38, is simply this, that it has, by express direction, inaugurated a procedure in assessing rateable value upon mines which is distinctly at variance with the principle upon which all other assessments are made, and that in doing so it has subjected the occupier of mines to injustice and wrong. I hope to make this clear in the end, and following my line of argument step by step, let me invite attention to the

Peculiarities of Mining Operations.

In every description of mine or quarry, a peculiar feature is presented to view by the operations of the occupier, and it is essential that this feature should be fairly described and properly understood. To this end, let the ordinary practice of any other description of tenant be contrasted with that of the occupier of a mine. The tenant of a house, a farm, or a manufactory *uses* that which is let or leased to him in consideration of an annual payment called rent. The functions of such occupiers are clearly laid down by law and general usage, and are further commonly defined with precision in agreements between the landlord on the one hand and the tenant on the other, such agreements containing covenants for mutual protection. One of the most prominent of such covenants for the protection of the landlord, and one of the most stringent, makes it, in all cases, incumbent upon the tenant to render up to the landlord, at the conclusion of the tenancy, full and

complete possession of *all* that was let or leased to him. The freehold or hereditament must be restored to the landlord uninjured, if possible, but most certainly entirely undiminished in extent; in other words, although free and uninterrupted *use* is contemplated on both sides for the tenant, there must be no *waste* by him in any sense whatever. All this is a matter of every-day knowledge and practice, and need not be dwelt upon further.

Let us now look at the case of a mine actually let to a tenant, and we shall at once see a marked and most important distinction between the conditions of such a case and those set out above as bearing on the tenant of a house, farm, or factory. We have seen that the tenant of a farm, for instance, makes one payment annually for the surface use of his land and all the permanent improvements thereon. So far the actual or imaginary tenant of a mine is on "all fours" with the occupier of the farm. Surface lands and all permanent improvements thereon are or may be supposed to be let or leased to him for a yearly payment or *rent.* Such annual payment is made in consideration of the right to use such surface lands, shafts, buildings, tramways, &c., &c.

In the case of a mine actually "let," the tenant would be under express obligation to leave surface lands and improvements, at the determination of his tenancy, precisely as he received them. Of such lands and improvements he could take nothing away; the whole must be re-delivered to the landlord in a state as perfect as may be. In all cases, whether the mine is actually "let" or not, the state of things described above must, for the purposes of rating, be supposed—in other words, the existence of a landlord on the one hand, and a tenant on the other, will have to be imagined, such imaginary persons being always governed by the ordinary business usages between actual landlords and tenants.

At the payment of rent for use of lands, &c., the analogy between the mine and farm tenant ceases, and we are brought face to face with the distinction between the two mentioned above; for, in addition to his rent for use of surface lands, shafts, &c., the mine tenant makes a second payment to his landlord for the right to work, win, remove, and dispose of, for his own personal profit and benefit, the coal, lead, clay, limestone, or other mineral which the mine produces. In every-day practice, and sanctioned by Vict. 37 and 38, this second payment made by the tenant of a mine to his landlord, is rated for the relief of the poor, in addition to the rent he may actually pay, or be supposed to pay, for the surface land and the permanent improvements thereon. It is this rating upon two separate and distinct payments which, in my opinion, gives rise to the "striking injustice" referred to above, and which it is my present purpose to expose, and, if possible, do some little towards putting an end to.

It appears to me that only one reason can exist for the rating of royalty dues in addition to rent, and such reason is to be found in the fact that such dues are paid periodically in a general way. But surely, the manner in which a payment is made does not, and cannot, alter the nature of the payment in itself. Usage can, and does, do wonders, but after all it cannot make black into white, and in this particular matter I assert, with considerable confidence, that it cannot make royalty dues into rent, and unless it can do that, then certainly such royalty dues are incapable of being rated. Let us see

What Rent is.

The clear meaning of the word rent will be best ascertained by a reference to the standard authorities. It is almost necessary to apologize for a reference, in so slight

an effort as the present, to dictionaries, but my wish is to be precise, and to that end I quote the following definitions:—

Johnson—"Rent, annual payment, money paid for anything *held* of another."

Blackstone.—"Rent, a sum of money, or a certain amount of other valuable thing, issuing yearly from lands and tenements. A compensation, *in the nature of an acknowledgment*, for the possession of a corporeal inheritance."

Ency. Brit., 8th Edition, Article, "Political Economy"—"Rent, that portion of the produce of the earth, which is paid by the occupier to the landlord, *for the use of* the natural and inherent powers of the soil."

The above definitions show what rent is, and are valuable as placing the meaning of that word, for the purposes I have in view, in a strictly accurate light.

Two things only are involved in the ordinary relations of landlord and tenant: Firstly, Annual payment of RENT, and, secondly, USE of that which is let or leased. In letting hereditaments, the landlord, for a certain annual payment, "in the nature of an acknowledgment," gives up, for a period, to the use of his tenant, "the possession of a corporeal inheritance." In consideration of the annual rent, the landlord grants no other benefit than such as may accrue from "the use of the natural and inherent powers of the soil"—in other words, rent paid by a tenant gives him no claim whatever upon the freehold. For instance, the tenant of agricultural lands may hold them, year after year, for any length of time, and even from father to son, yet, when the tenancy does end and determine, the holding must revert, *in all its original integrity*, to the landlord. The tenant cannot remove or carry away the soil.

He may get as much wheat off it, or as many turnips out of it, as he may please or be able, but he cannot waste or alienate, theoretically or in practice, one particle of the corpus.

The definitions of the word "rent," given above, set forth the precise and only meaning it can have in relation to the assessment of rateable value. For this purpose, "rent," or "annual value," is "money paid for anything held of another," not taken from another; and I submit it is in this sense only that the word is used in the Act of Elizabeth, the Act of William IV., and all the Acts of Vict. (prior to Vict. 37 & 38) in relation to the rating of hereditaments for the relief of the poor. With this point clearly established, I pass on to consider

How Mines are at Present Assessed.

I have pointed out that the Act of Vict. 37 & 38 not only made every kind of mine rateable for the relief of the poor, but actually prescribed the mode in which assessments were to be made, in the following terms:—"The gross and rateable value of the mine shall be taken to be the annual amount of the dues, *or dues and rent*, at which the mine might reasonably be expected to let, without fine, on a lease of the ordinary duration, according to the usage of the country, if the tenant undertook to pay all tenant's rates and taxes, and tithe rent-charge, and also the repairs, insurance, and other expenses necessary to maintain the mine in a state to command such annual amount of dues, *or dues and rent.*" These last words, "dues and rent," conclusively show that the Act of Vict. 37 & 38 introduces a new principle in relation to the assessment of rateable value. It has, in fact, decreed that mines are to be differently treated from any other hereditament or class of hereditament. All other hereditaments

are rated upon rent, or an estimate of rent, alone. Houses, for example, are not rated upon rent plus something else; and so with factories, land, railways, &c. All these are rated, or should be, on an estimate of the rent which they might reasonably be expected to let for,—on that rent itself, not on the rent and something in addition. It is clear that the two payments referred to are plainly contemplated by the words quoted, "dues and rent"; and it is equally clear that the meaning of the Act of Vict. 37 & 38 is, that all mines are to be rated on royalty and rent *added together*. Refraining for the moment from any comment upon this very obvious anomaly, I have next to consider

On what Principle Mines should be Assessed.

Supposing the Act of Vict. 37 & 38 swept out of existence, as it must be sooner or later, there could be no difficulty in deciding how mines should be assessed. We have already seen that every class of hereditament ought to be treated with perfect equality; and if mines are to be assessed on the principle established by what one might call ancient law, the procedure would be a simple one. Mines, being hereditaments, should be assessed upon the principle of the 6 & 7 Will., chap. 96, wherein it is set forth that a rate, to be of any force, must "be made upon *an estimate* of the *net annual value* of the several hereditaments rated thereunto." These words show that only hereditaments producing rent can be assessed, and that these are to be assessed "on an estimate," or "reasonable expectation," of what that rent would be. It is important to note the full significance of the words quoted above.

"An estimate of the net annual value" is to be the only guide. In cases where rent is actually paid and received it is not to be the criterion, and for most excellent reasons. Many circumstances might affect the rent paid which could

not affect an estimate made by a competent valuer. Rent actually paid might be manipulated between landlord and tenant, for the object of defeating the rate collector. Again, as is well known, a large proportion of rateable property is occupied by the owner. It is to meet this case, and to provide against abuse, that the law throws upon the valuer the onus of assessing the rateable value of every description of hereditament *upon an estimate*, such estimate being founded upon the rent to be "reasonably expected." I may here remark, by the way, that it is absolutely necessary to a correct and just result that the valuer should be qualified to make such an estimate of rent. It is much to be doubted whether in a very large percentage of cases he is really so qualified. It is hardly to be expected that any one man, however talented, can equitably assess every description of holding to be found in a large industrial parish; yet nothing is more common than to find the rating authorities of such parishes entrusting to one man the assessment of every one of the very various hereditaments contained therein. It is pretty certain that any man called upon to assess the rent of a brewery, for example, should have a pretty intimate knowledge of that business; and so with flour mills, paper mills, rolling mills, shipbuilding yards, ordnance works, grocers' shops, &c., &c., through what would form a very long list. In practice, however, one and the same valuer is supposed to have a sufficiently technical knowledge of all the above branches of industry to enable him justly to form an estimate of the rent which each and all of them might reasonably be expected to give for their various holdings.

But to return, and to make further reference to the words of Will. 6 and 7, chap. 96. It is the rent alone which is to be estimated, and this is not directed to be made on any estimate of the value of the freehold. It is not set forth that there is to be any calculation of cost price or of

capital value. The ordinary way of getting over the difficulty described above is for the valuer to make elaborate measurements and intricate calculations as to capital expended; to say in short, "Here we have so much money actually expended, and the landlord must of necessity have so much interest thereon," such percentage thereon being called rent. This is an easy way of valuing, and an enormous number of assessments are so made. It is a little unfortunate that, in consequence of being built up in this way, all such asessments are illegal. There is, in fact, only one way of making a legal assessment, and that is set out in the words quoted above (p. 352). Keeping the point I have insisted upon fully in mind, we see the full significance of the words of Abbott J., in *Rex* v. *Atwood*, "We are all of opinion that the owner and occupier of a coal-mine should be rated upon such a sum as it would let for, and no more." On a fair and unprejudiced consideration of the whole matter, it cannot fail to be seen that the tenant of a mine or quarry, or, in the words quoted above, the owner and occupier of a mine or quarry, should be assessed upon an estimate of the rent which the surface lands, shafts, buildings, &c. &c.,—in short, the hereditaments, both above and below ground,—would let for, and upon that rent alone *and without any addition thereto.* The reason of this must be clear when the nature of the other payment mentioned in Vict. 37 & 38 is taken into account and its nature discriminated. It is certain that the "dues" named in that Act are, in fact, payments entirely different from rent, and cannot be identified therewith in any way whatever. The "dues" referred to are simply purchase-money paid by the tenant to the landlord, the tenant becoming entitled by such payment to the right to remove and take away, for his benefit, "the corporeal inheritance."

The object of the occupier of a colliery is to win and

sell coal, but before selling he must of necessity purchase; just as the tenant of a cotton-mill must buy cotton, or the tenant of a flour-mill must buy grain, so the occupier of a coal-mine must buy coal, which is the raw material of the said occupier, and just as cotton is the raw material of the spinner, or grain of the flour-miller.

Having said so much by way of argument on the points involved, I now pass to

PART II.

General Remarks.

In the preceding pages I have endeavoured to state the surroundings of the subject in a clear and conspicuous light. I propose now to offer very briefly some few practical illustrations, and to draw several comparisons, which will hardly fail to prove the truth of the indictment which I have set forth against the Act Vict. 37 & 38.

That indictment is to this effect, that by the Act named "a striking injustice has been inaugurated," and I shall show in support of this that the Act is *bad in principle* and must be necessarily *unjust in operation.*

I.—The Law bad in Principle, because partial in Operation.

Equality is the first and most important consideration in making assessments of rateable value. Necessity may impose heavy rates, and deep may be the grumbling on the part of those who have to pay them, but, the necessity being obvious, complaints would be made in vain if every individual in the community were mulcted in a strictly equal contribution, —if, in other words, the basis of assessment were equal in theory, and equal in application all round. If, however, on the other hand, it were proved that any one (or more) class

of the industrial community were victimized, by being assessed on a different method, or at a higher rate, than the great majority, then surely such class or classes would be entitled to sympathy, and, more, they would be entitled to justice, and to have, as speedily as possible, their disabilities removed.

The occupiers of mines and quarries are in the position imagined. They are rated for the relief of the poor on a different basis from any other class of the community, with this effect, that they pay poor rates immensely in excess of the amounts paid by any other branch of industry. In a letter addressed to the County Rate Committee of the County of Durham, bearing date the 4th May, 1879, a writer gives some illustrations of the rating of coal-mines, one or two of which I now give :—

"The lessees of a current going colliery pay, *in addition to* a high mine-rent (*'dues'*), £3,000 a year for the surface lands, shafts, buildings, engines, plants, and tramways."

"The lessees of a current going colliery, *in addition to* high mine rents (*'dues'*), pay £5,000 a year for the surface lands, shafts, buildings, engines, and tramways."

"Another case is that of the surface lands and shafts and works of a colliery, from which about 450,000 tons of coal are worked annually—nearly one-third of which is worked from under the sea, and is not rateable, and one-fifth from a township in another Union. The coal lies deep, and the coal under the sea is let at a low price. The colliery is rated as follows :—

Surface lands	£483
Shafts, buildings, engines, &c. . .	5,103
Way-leave on under-sea coal . .	1,075
Coal worked in Union (*'dues'*) . .	4,139
	£10,800"

In reference to the above instances, I have to call attention to several points, but only to this one at present, namely, *the addition* of "dues" to *rent.*

In making the quotations, I have put the words, "in addition to," in italics, to show clearly the operation. First, the rent of the surface lands, buildings, &c., &c., is found, and then we have added to that what is called, most erroneously, and, apparently in complete ignorance of the facts, "mine-rents,"—that is, the "dues" paid to the landlord for the right to remove the coal. In the last instance given, we have the exact effect of this, for to the

Rent of surface lands, &c., &c. . .	£6,661
We have added "dues" . . .	4,139
Making a total of . . .	£10,800

the rating of this particular colliery being about 62½ per cent. above what it should be in relation to any other class of hereditament rated on rent alone.

We have seen already what rent is, and also what dues are. We have seen that they are in theory entirely dissimilar, and in the above illustrations I have attempted to prove that, notwithstanding all this, the two terms have been confounded in practice the one with the other, and with most mischievous results. In legalizing this addition of "dues" (purchase-money) to rent, the Act of Vict. 37 and 38 is bad in principle, because partial in operation, the occupiers of mines and quarries being the only class of the community rated upon rent, plus something in addition thereto, that something touching upon so large an addition to the alleged rent as, in one instance given, 62½ per cent. Another point to which attention must be called is that—

II.—The Rating of Royalty is actually the Rating of Raw Material, or Stock-in-Trade.

To illustrate this, let it be but supposed that two individuals, possessed of equal capital, desire to embark in some industrial enterprise, one of them deciding that he will become a cotton-spinner and the other a colliery-owner. Further let it be supposed that each of them invests, say, £100,000 in the hereditaments which are necessary for their several pursuits. Finally, let it be imagined that a valuer, taking all such hereditaments into account, should, as he is bound by law to do, estimate the rent of each set of hereditaments at the sum of £5,000 per annum. As the sum named would be the basis from which the rateable value would be derived, it is clear that, so far, both our imaginary speculators are precisely alike, and if the operation stopped here neither would have cause for complaint; but, unfortunately (and authorized by Vict. 37 & 38,) the operation goes further, and we have only to follow it out to detect the injustice involved.

In the case of the cotton-spinner, his poor's rate would be paid on the basis of the above annual sum of £5,000, and no more. So long as the estimated rent of his mill remained unaffected by any fluctuation, he could never be assessed in respect of his enterprise on a higher basis than that of £5,000 per annum; but looking at the colliery-owner we find him subjected to very different treatment. He also is assessed on £5,000 per annum, that sum being the estimated rent of surface lands, buildings, shafts, &c., &c., but he is also assessed on something more. He may be paying to his landlord the annual sum of, say, £3,000 or £4,000 as "dues," or, as we have seen, purchase-money, for the coal which it is his province to win and to sell. But this sum of £3,000, under the name of "mine-rents,"

applied to it without sense or meaning by the valuer under sanction of Vict. 37 and 38, is added to the £5,000; the total £8,000 is put down as rent, and upon the basis of this amount the occupier of the coal-mine is assessed for the relief of the poor! In other words, the mine-occupier in this instance (and the instance is a perfectly fair one) is called upon to pay 60 per cent. more poor rate than the tenant of the cotton-mill! The difference between the two lies in the fact that the colliery-occupier is rated upon the purchase-money of his raw material, while the cotton-spinner is not. Yet it is certain that the cotton-spinner can only exist by the purchase of his raw material—cotton,—just as the colliery-occupier exists by the purchase of coal, and if the latter is by law to be assessed on the amount of such purchase-money, why not the former? This question, as it appears to me, is not capable of being answered in any way whatever so as to show that the relative position of our imaginery cotton-spinner and coalowner is a just or equitable one.

In further proof of the proposition that to rate royalty is to rate raw material, I propose to imagine two other ratepayers, the one being a tenant of agricultural lands, and the other the tenant of a brickfield adjoining, in a rural parish, and each occupying ten acres of land. The agricultural tenant pays, let it be supposed, 30*s.* per acre per annum, which, if substantiated by the "estimate" of the valuer, would form the basis of his assessment. He would, in fact, pay poor rate upon a rateable value derived from £15 per year, paid as rent for the use of the surface. The brickmaker, on the other hand, would be very differently treated; his being a commercial enterprise, the "estimate" of the valuer would put his holding at a rent for occupation two, three, or four times in excess of the farmer, and very properly so. But in addition to the, let us say, three times

agricultural rent, or £45 per annum, he would be assessed in a further sum, being the amount he annually pays to his landlord for the right of digging and taking away the clay. For example, he might easily make 750,000 bricks per year, at 2*s.* per thousand royalty, or a total sum of £75. Adding these two sums for rent and royalty together, he would be assessed on a rateable value derived from an alleged total rent of £120, the result being that the brickmaker is assessed at just eight times the amount of the farmer! In this, as in the other case, the difference arises in the fact that the brickmaker is assessed on the price he pays for the raw material (clay) of which his bricks are made. It might well be thought that the increase in the rent of the surface caused by the commercial enterprise of the brickmaker would have been sufficient for the rural parish in which these two men are supposed to exercise their callings. Against this increase of surface value for occupation and use, no one could for a moment object. It is in the addition of the royalty to such rent and increased surface value, that the injustice arises. It is this addition which separates the two assessments in principle, and which is, therefore, unjust, because we have seen that all assessments, however various in nature and kind, should be made on the same principle. I pass on now to consider

III.—Royalty, a Payment in respect of an Alienation of a Portion of the Freehold or Inheritance.

The above proposition is too clear to be contradicted. The facts in connection with its payment and receipt are too transparent to admit of a doubt; let us look at these facts for a moment. A landowner possesses an estate covering coal. He is asked to sell, and does sell the coal, and let us suppose that the whole of it is worked out during the life-time of the vendor. Now what the vendor has done is

this. For a certain consideration in money he has parted with his coal. It is worked out and taken away: it is his no longer, he can never put it back again, nor can it ever possibly pass to his heir. Previously to its being worked and carried away, it was as much a portion of the freehold as the surface soil itself, and what the landlord has done is this—he has alienated the coal just as he might by sale have alienated one, two, or more fields. In point of fact there is not a particle of difference in principle or in effect, between the two operations. But supposing the landlord had kept his coal, and had instead sold one, two, or more fields; for these he would receive, as he did for the coal, a consideration in money. What, however, in this case would be thought of the condition of mind of any man who proposed seriously to rate the purchase-money paid for the fields for the relief of the poor?

I am perfectly aware that there is a peculiarity in the method of paying for minerals. They are paid for in annual instalments, but this cannot affect the matter further than to mislead those who are content to have their thoughts and actions regulated by appearances, or those who are incapable of drawing correct inferences from very obvious facts. The manner in which payment for minerals is made does not, as stated above, alter or affect, in the slightest manner possible, the nature of the payment itself. It does not make "dues" into rent, and it should not make them rateable for the relief of the poor.

After what has been said it appears strange that royalty should ever have been taken to be rent; but it is stranger still to think that arguments have been put forward with some elaboration to prove that they are one and the same thing. I propose to look very briefly at some of these arguments, first, however, referring again to the letter already mentioned (p. 356). In that letter the writer

refers persistently to purchase-money as being rent, and he evidently fails to discriminate between the two. On page 3 of his letter he says, "I know ores which *were let* in 1870 at 1*s.* 6*d.* per ton"; again, "I know cases where coal *is let* at one-sixth of the selling prices of the coal"; and on page 5, "Generally the owners of minerals demise the minerals by lease *for stipulated rents*," and so on throughout. Now, the whole of the above expressions are strikingly wrong, and have only the usage by which royalty dues are paid annually to countenance them; and we have seen that this usage does not affect the matter one bit. The writer should have said, "I know ores which were sold in 1870"; again, "I know cases where coal is sold," &c., and so on. Usage may, and does, do wonders; but, as I have already stated, it cannot make black into white. When a landlord parts with his coal to a colliery-owner, he sells it. But, leaving these examples of loose phraseology, I come now to notice a line of argument advanced for the purpose of proving rent and royalty to be one and the same thing. In a valuable work entitled "The Law of Rating," by J. H. Balfour Browne, Barrister-at-Law, on page 467, and in chapter vii., treating of the "Rating of Mines and Quarries in the Occupation of Companies," Mr. Browne says:—

"This is really the difficult question in connection with this kind of property, and yet the elements of the answer are not difficult to find. First, let us suppose, as we have done in other cases, the mental process of letting. Here is land which has long ago been a sea-beach, and on which the wind has blown up sand-hills, and upon which sparse, rough grass has grown. . . . Now, suppose there is a demand for sand and gravel, and some one, with time and money to invest, comes and looks at the ground. He will have to form an estimate as to the amount of sand and

gravel which is obtainable; he will also calculate the ease or difficulty with which it could be worked, as an element in the expenses he would have to incur; he would take into consideration the distance of the pit from the place where the want of the sand and gravel is felt, and the possibility or probability of other persons competing with him in the same market. After further tracing the consideration involved, the intending tenant is at last supposed to say: "Well, calculating the price of the material, the distance from market, the cost of the tools, and the rate of wages, I could sell each ton at such a price as would give me money for the expenses, interest for the capital, and profit for the skill and care connected with it as would leave so much which might be paid to the landlord." Now, that is rent to all intents and purposes.

In directing attention to the above extract and the assertion with which it concludes, I have to remark that the above-quoted words do not exactly describe the transaction of letting; the fact of rent being paid for occupation is not taken into account,—that is the rent for use of the surface apart altogether from the purchase of the sand. It is the fact, however, that generally in all takings in the nature of an open quarry, surface rent, as it might be called, is paid to the landlord in addition to the purchase-money of the sand, stone, slate, or clay; and it is also common to find this rent two, three, and four times in excess of the surface value before the quarryman came on the scene. The fact of the quarry tenant entering into possession, or even proposing to enter into possession, *confers a commercial value on the surface land* which the landlord would never fail to see and to take advantage of. Then, in addition, there are the tramways and other improvements of the hereditaments, all of which are rateable as "enhancing" the occupation rent of the pit, be it sand, gravel, or marl, the stone-quarry,

the brickfield, &c., &c. Now this "enhanced" occupation rent is the basis of the rateable value, and nothing whatever should be added thereto in common fairness, in justice to the tenant.

To return to Mr. Browne's illustration and the mental process therein described. It is plain that there is nothing whatever in that process which is not precisely similar to the process of mind by which a smith determines how much he can afford to give for the iron necessary to make an anchor. The intending tenant of the sand-hill simply says this, "I know how much I can get for that sand delivered at a certain place, I know every item it would cost me to win and carry it to that place, I know how much profit I should have, and I can afford to *buy it from the owner* at so much per ton;" precisely as the cotton-spinner would say, "I know how much I can get for my shirtings in India, I know every item it would cost me to make and send them there, and I can afford to pay so much per ton for that lot of cotton lying at the Liverpool docks." There is not a single idea involved to separate, in the very slightest degree, the two mental processes; and the fact is, that in their respective minds, the cotton-spinner on the one hand, and the would-be tenant of the sand-hill on the other, are reckoning up the value to them *of raw material.*

In the opening chapter of his book, entitled "Concerning Rateable Value," Mr. Browne makes some further reference to the identity of rent and royalty dues, and endeavours to prove it by the assertion of an analogy between farming and mining operations, and on page 37 the following words occur:—

"Every man who grows crops brings to his fields foreign matter such as manure, and removes from the soil certain qualities by the natural process of growth, instead of by the

artificial process of manufacture; so much is this the case, that the term 'exhaustion' applies almost as much to a farm as to a coal-mine in relation to the method of farming now existing." * * * * * * *

"Now, the farmer is put in the same relation to the land in this case that the tenant of the brickfield is in the other. He is exhausting the natural properties of the soil, and he pays a rent for so doing. The owner of the brickfield is exhausting one of the natural products of the soil, and pays a rent which is to be in proportion to the amount of bricks he makes for so doing."

The above argument is, in my opinion, based upon a fallacy. The process of farming is well and accurately described in the above quotation, and I pause just a moment to direct attention once more to the definitions of rent (p. 350), particularly to the last definition, wherein it is stated that the consideration granted by the landlord in return for rent is the "use" of the natural and inherent powers of the soil. It is the natural and inherent power of the soil to produce crops *for ever*, when such power is stimulated by the judicious application of manure. Under careful husbandry, the natural powers of growth are *unlimited* so far as time goes, year after year, and, as I have said, in a temporal sense, "for ever." There is no end to it. So far as the "corpus" itself is concerned, no "exhaustion" occurs as a result of farming, be it ever so high; in point of exact fact the tendency is the other way, because in all manures there is something which will not enter into plant growth, and which remains in the soil. But be that as it may, under no process of farming, good or bad, *does the soil itself disappear*. Its "inherent power" may be exhausted, but this the plough and manure will never fail to restore, and to make as good as ever, and the word "exhaustion" can never be used in any other sense in relation to farming

than in the sense of a *temporary suspension of the productive power.*

But turn to the coal-miner or brickmaker and observe how very differently the matter stands. The word "exhaustion" as applied to a coal-mine means that the coal itself is gone for ever. It is not a power of the soil which is temporarily taken away and can be renewed. The very thing itself is taken away bodily, never to return. If the operation of the farmer were really the same as that of the miner, he would dig up, carry away, and remove for ever the soil itself and all its powers. Supposing, for instance, that such was the natural operation of the farmer, and that he farmed land lying over rock at a distance of, say, eighteen inches, or two feet below the surface, the result would be that the rock would be shortly laid bare, and every power of the farm would be at an end.

And to come to the brickmaker. Mr. Browne says he is "exhausting the natural properties of the soil," a very obvious misapprehension. The brickmaker takes away the clay bodily, and destroys, in so doing, the surface. He does not exhaust a natural property of the clay in making it into bricks; he uses up every atom of the clay, carrying the "corpus" itself away, cube yard by cube yard. Nothing can be more manifest than the fallacy involved, and it is due in the main to a misconception of the meaning of the word rent, which is the very essence of the subject. Mr. Browne says (page 469) rent is a "wide word, and includes *very various payments.*" But I have shown that in relation to the rating of hereditaments, it is a very narrow word indeed. In that relation it means one thing only, viz., annual payment for use, and it cannot by any process of reasoning be made to include a money consideration (let it be called what it may), paid in satisfaction of the right to waste the corporeal substance of the earth.

Mr. E. Ryde (Vice-President) had very great pleasure in proposing a vote of thanks to Mr. Potts for his Paper. Mr. Potts generally took a very sound view on rating questions, and had published a pamphlet on the rating of machinery based upon sound principles; but the present Paper was not in accordance with his (Mr. Ryde's) views of the principles of rating.

He gathered that Mr. Potts thought that the rating of all mines was a just and equitable proceeding, inasmuch as, under the Act of Elizabeth, coal-mines were made rateable. He had often said in that room that the Act of Elizabeth was one of the best Acts of Parliament ever passed. It had been longer in practical use than any other Act with which he was familiar, and it had had less amendment than any other Act he knew of. In the days of Elizabeth it may have been intended that the words, "coal mines," should be an illustration of the class of property—such as coal-mines—which should be rated; or there may have been other mines in England in those days. In any event, the law of England had since inferentially held that, because coal-mines were specially mentioned in the Act, all other mines were intended to be exempted. In the same way, "saleable underwoods" were referred to in the Act, and all other woods had consequently been held not to be rateable. He gathered, however, that Mr. Potts was of opinion that all mines should be rated: therefore he (Mr. Ryde) agreed with him so far.

By the Parochial Assessment Act of 1836, the property is to be rated on an estimate of the rent at which the same might reasonably be expected to let. Mr. Potts had referred to dictionaries to ascertain the meaning of the word *rent*. He (Mr. Ryde) apprehended that every Member present knew pretty well, in general terms, what was meant by rent, and he did not think it necessary to discuss the

point. But the question which Mr. Potts had really raised was, whether a royalty on coals, ironstone, and other minerals should be regarded as rent. For the purposes of rating, it was necessary to make an estimate of the rent which a tenant might reasonably be expected to pay. Suppose it were reasonable to expect a tenant to pay £5,000 a year for the right to win a given quantity of coals, but instead of reserving a rent of £5,000, a minimum rent of £1,000 were fixed, and a royalty on the coals won equivalent to the remaining £4,000, Mr. Potts would say the £1,000 was rent and that the royalty was not rent. But suppose that only £100 a year rent were reserved and the balance were royalty, then the £100 only would be rent and the rest royalty. There might be two coal-mines alongside each other of equal value, but one might be let at a fixed rent of £1,000, and the other at £100. Could the one be rateable at £100 and the other at £1,000? As he understood Mr. Potts in another part of his Paper concerning "perfect equality," that would not be equitable. It was a convenient arrangement between landlord and tenant that the landlord's remuneration for the coals won should be paid partly as fixed rent and partly as royalty; therefore royalty and rent, put together, must be considered to be the rent which a tenant might reasonably be expected to pay. It was because a doubt was raised whether royalty in all cases was equivalent to rent that "The Rating Act, 1874," enacted that rent and royalty should be taken together for the purposes of rating. This was not introducing a new principle.

He (Mr. Ryde) had been connected with this question for forty years and upwards, and during that time brickfields had always been rated on royalty as well as on rent. Cemeteries were also rated in the same way. The reported cases of brickfields (*The Queen* v. *Everest*, and

The Queen v. *Westbrook*), and of cemeteries (*The Queen* v. *Abney Park Cemetery Company*), showed that the Court of Queen's Bench have decided "that it is right to consider the royalty as a portion of the rent." The fact that in mining operations the *corpus* of the property was being destroyed was not material, for this reason,—the rate was always imposed with reference to existing value. If, therefore, one were rating to the extent of the exhaustion of the corpus, when it had been all exhausted there would be nothing left to rate. Mr. Potts had referred to a cotton-miller who paid for his raw material, and argued that the coalowner only did the same thing. Surely, there was a vast difference between the two. When the coalowner had exhausted the coal in the mine there was an end of it; but the cotton-miller could get cotton from various places, and there would be no end to the supply. The two things were not analogous; the one was grown on the land, and the other was a portion of the land itself.

He desired to say that he considered the Institution under great obligations to every gentleman who read a Paper, for it must be borne in mind that the Papers were not only for those who happened to be present, but also for the Members in all parts of the country, many of whom seldom attended the Meetings, but who, nevertheless, read the "Transactions" with interest. Therefore, he moved a most cordial vote of thanks to Mr. Potts.

Mr. H. J. Castle, Sen. (Member), had great pleasure in seconding the vote of thanks to Mr. Potts for his very able Paper. The author's object seemed to be to prove that the law was wrong. If so, it was a matter for lawyers rather than Surveyors, whose concern was more with the principles of valuation than with interpretation of Acts of Parliament. The adoption of Mr. Potts' view would lead practically to

the reversal of the whole body of decisions which had been given in reference to the valuation of mines, quarries, gravel-pits, ballast-pits, and many other things. He had never in all his experience, which extended over something like 40 years, heard the propriety of rating dues or royalties disputed. The only point in dispute had been as to the rateability of the engines, machinery, and plant, and not as to the rateability of the royalties on the minerals extracted.

The author disputed the justice of rating the dues, but admitted that the adjuncts by means of which the profits and dues accrued were rateable—an exact reversal of the ordinary contention that it is the dues which are rateable, and the plant which is not rateable. By way of comment upon this theory, he might mention that the Abney Park Cemetery Company had twice gone to the Courts to obtain a decision to the effect that, inasmuch as the corpus of their property was being alienated and destroyed, if it were rated at all, it should be on the profits of their sales of ground after deducting a sinking fund for the purpose of renewing the corpus. The Courts, however, in each case decided absolutely against the principle raised by the Company, on the ground that the moment the corpus was exhausted, the property ceased to be rateable, and it made no difference whether the exhaustion took place in one year or 20 years.

The author drew a comparison between the colliery-occupier, who, he said, was rated on his raw material, and the cotton-spinner, who was not so rated. This, however, was a fallacy. The cotton was rateable where it was grown, and, as a matter of fact, was, he believed, so rated, and when brought over to this country had already paid the measure of its rateability. The case was the same with ironstone. It was rated at the quarry, and no one supposed it should be rated again when it came to be used in the blast furnace.

The author contended that everything rateable ought to be rated on the same principle—a proposition with which all would agree if by the "same principle" he meant an endeavour to arrive at a fair estimate of the value; but this estimate might and must be arrived at in different ways, according to the nature of the subject of valuation. It was a difference of mode and not of object. As he had said, the Paper seemed to advocate an alteration of the law, without which, whatever the agreement with the author's views, it would be impossible to act upon them in face of the large number of existing decisions to the contrary.

Mr. Charles J. Shoppee (Member) desired to state with regard to the Act 43 Elizabeth, to which reference had been made, that, to his mind, the reason that the mention of all mines, except coal-mines, had been omitted from the Act, was that there existed at the time two monopolies, viz., the Company of the Mines Royal and that of the Mineral Battery Workers. These monopolies, which are now extinct, were created to encourage foreigners to come to England and search for metals, and his opinion was that the term "royalty" originated with the circumstances of this grant to foreign adventurers.

Mr. E. J. Smith (Past-President) said that the Paper seemed to him to consist of a single point, and that was, that in the case of an exhaustible article, a portion, if not the whole, of the actual annual payment was the purchase of the article, and therefore it was of a very different character from any other annual value. He entirely agreed with the previous speaker, that the author had very little chance of carrying his views, although he concurred with Mr. Potts in thinking that the existing principle contained in it a degree of error; what the degree of error might be

he was unprepared to say without a good deal more consideration; but, at the same time, he thought the subject was one which ought to be discussed.

Mr. W. Eve (Member) thought it should not go forth that the Act of Victoria altered the principle of rating. The most that should be said of that Act was, that it defined more explicitly what was to be rated.

He saw no difference between the cases of the flour-miller and of the colliery-occupier. The land which produced the flour was rated on the value of the wheat, less its cost of production. Coal, too, was rateable on its value, less its cost of production; and the only difference which he could see between the two products was, that nature had been more beneficent in the case of the one than of the other.

The author's illustration of two capitalists, both embarking £100,000, the one in a colliery and the other in a cotton-mill, was fallacious. In each case the assessment of £5,000 might be correct, for in the one it was £5,000 with no deductions, and in the other £5,000 arrived at after making allowance in estimating the rent for the rates he would have to pay.

Another illustration in the Paper was that of the brick-maker, who, Mr. Potts contended, would have to pay rates eight times greater than would be paid by a man who farmed the surface. The answer appeared to him (Mr. Eve) to be that he would get eight times as much out of the land. As the case of *Everest* had been referred to, he should like to quote the words of Lord Denman in alluding to the question of royalty: "It is the compensation which the occupier pays the landlord for that species of occupation which the contract between them allows." When the benefit derived from the land ceased (it must be remembered that it was the land which had to bear the burthen), the rating too would cease.

The case of *Abney Park Cemetery* was a very much stronger case for the advocates of an alteration in the law than any brought forward by Mr. Potts, and for this reason, that in that particular case the land itself was sold and not destroyed, and the only ground, as he understood the judgments of the Courts, for their decision was, that, inasmuch as the Company did not part with the whole of their rights, the proceeds should be treated as income and not as capital. If there was a hard case it was one of this nature, but as regarded coal, brick, chalk, and other analogous substances, it was nothing more than right that all benefit which was derived from the land by its owner should bear some portion of the burthen of the poor rates; and whether that burthen should be borne for one year or in perpetuity mattered not so long as the burthen placed upon it did not last longer than the benefit derived from the occupation of the soil.

Mr. Hugh Shield, M.P. (Associate), said that, however short the course in which he could go in agreement with Mr. Potts, he could most heartily concur in thanking him for his very able and interesting Paper. No doubt, as Mr. Potts had pointed out, there was a signal difference between mining property and other property with respect to its features of rateability. The author had very justly emphasized the fact that the owner of all other property subject to rating, except mining property (for of course it was out of the owner's pocket that the rates ultimately came), got his property back undiminished by the use and occupation, whereas in the case of mining property he had to pay rates on a similar principle, but did not get his property back undiminished, and if the use went on long enough there would be nothing whatever to come back. He (Mr. Shield) was far from saying that this inherent distinction in the two classes of property might not be urged in sup-

port of a proposition, more or less sound, that mining property ought not to be rated at all; but that was not Mr. Potts' proposition. It was a proposition not of law, but of policy. He attacked the policy of the Act of Victoria, c. 37 and 38, and, so far, he (Mr. Shield) dissented from Mr. Castle and agreed with Mr. Smith that Mr. Potts was perfectly within his right in selecting a proposition of the kind to argue before the Institution.

But, having said this, he could go no farther in agreement with the author. He could not accept his indictment against the Act of Victoria, c. 37 & 38, which simply adopted a system which had been in operation for a very long period of time with respect to various rateable subjects, including coal-mines. The author had quoted from the judgment in the case of *Rex* v. *Atwood* a paragraph to the effect that the owner and occupier of mining property ought to pay upon the rent that would be given for it, and upon nothing else; but if he had read on he would have found these words in the very next sentence, "An argument has been made that rates ought not to be paid on the coal because that is part of the realty." The judge mentioned that argument only to refute it; it was then adduced for the first time, and mines had been rated on the principle of paying for the thing being exhausted as long as they had been rated. The Act of Victoria, c. 37 and 38, had not inaugurated the system; nor could he agree that the system was an injustice.

It seemed to him that if mining property was to be rated at all it was not possible to proceed on any other system. The tenant had to pay compensation for his occupancy, and, in the case of mining property, compensation for such occupancy as would permit the occupier to exhaust the thing occupied; therefore, whether it were called rent or royalty, or partly each, what the occupier

paid was only compensation for occupancy, and was justly subjected to rates.

Mr. C. G. Grey (Member) observed that, in rating mines, the burthens were rather piled up as compared with those imposed upon other descriptions of property. In manufactories, for instance, the machinery was rated for the value which existed in it for producing profit out of some manufactured article. In mines, on the other hand, it was the custom to rate the buildings and machinery for creating and getting the very article already rated. This seemed to be rather duplicating the rating.

Mr. Potts said that he had very little to say in reply. He had little hesitation in admitting that he occupied a somewhat singular position on the present occasion, but it was a position which everybody must necessarily occupy who thought for himself, and held to his opinions with tenacity. He was precisely of the same opinion still! To reply, therefore, would be simply to read the Paper over again. He had not said that the Act of Victoria, c. 37 & 38, had inaugurated the present state of things, but that it had legalized it. He was aware that royalties had been rated for a long time, but the Act legalized the thing in terms.

With reference to a remark made by Mr. Castle, he might observe that, if there was one purpose more useful than another to be served by the existence of the Institution, it was to combat errors and to demonstrate the truth.

He begged to thank the Members for the very kind manner in which they had listened to his Paper, and he particularly thanked those gentlemen who had spoken and alluded to it in such kind terms.

The President thought that only a few remarks were necessary from the Chair.

First, he would say that he entirely agreed with the encomium passed by Mr. Ryde on the very simple and admirable Act of Elizabeth. He regarded it as one of the model Acts, clear and comprehensive, and without the surplus verbiage of the Acts of modern days. He had no doubt that at the time it was passed it was generally understood, although, in modern times, owing to the great complication and variety of property it was now necessary to rate, the application of the Act had become difficult. The Act was not intended to be confined simply to the rating of land, and that which was attached to land. The intention in the recital of the Act was, he thought, that every one should contribute, according to his ability, to the relief of the poor, and the rating of property included at that time the rating of personal property. He did not know how it was that the rating of personal property came to an end, but, probably, on account of the difficulty of carrying it out. As all knew, an annual Act was passed to exempt stock-in-trade from rating to which it was intended to be liable.

The tendency of modern times was not to restrict but to extend the operation of rating. Every year an attempt was made by the assessment committees to increase the area of rating of all kinds of machinery and everything which was attached to the land; and he thought it must be admitted that the principle laid down in the Act of Elizabeth,—that everyone should contribute according to his ability to the relief of the poor,—was a just principle, though there was a difficulty in carrying it into effect. It appeared to him that the principle laid down by his friend, Mr. Potts, went in a contrary direction to that which was the tendency of the present day, and would go rather to restrict the area of rating than to extend it.

New light had been thrown by Mr. SHOPPEE on the origin of the exemption of all mines, except coal-mines, from the Act of Elizabeth. He (THE PRESIDENT) had supposed it to be because there were no other mines than coal-mines in those days. The author had appeared to argue that the Act of Victoria introduced a new principle, but he had afterwards explained his meaning to be that the Act only legalized an existing principle or practice.

The Act certainly did not introduce a new principle, because, as had been observed by one or two speakers, all quarries, coal-mines, and brickfields, were rated before that Act was passed, and the only effect of the Act had been to extend the rating to other descriptions of mines which were not previously held to be rateable. He thought the fault of the Act of Victoria, c. 37 and 38, commonly called the "Rating Act, 1874," was that, instead of simply enacting that mines other than coal-mines should be rateable, it went on to lay down the principle on which they should be rated. In laying down that principle (as he had once stated in a Paper which he read on the subject of that Act), in his opinion its framers fell into serious mistakes, and it would have been far better to have simply enacted that all mines should be rateable, and that they should be rateable on precisely the same principle as coal-mines, and that no distinction should be drawn between them.

The gist of Mr. POTTS' Paper appeared to him to be an objection to the rating of that part of the soil which was raised from the bowels of the earth, because it was an exhaustion of the corpus. He (THE PRESIDENT) had yet to learn that permanence was a necessary incident of rating. The principle of rating was to rate that which produced a rent, but it was nowhere laid down that the rent was to be permanent, and the very fact that brickfields, cemeteries, quarries, coal-mines, and properties of the kind

were rateable, and that the rating of them came to an end when they were exhausted, showed that permanence was not an incident of rating, and he did not think it ought to be an incident of rating. If a man built a house, or a company constructed a railway, or if any improvements were made upon land, the law seized hold of them immediately and rated them, and very properly rated them for what they would produce—the rent they would command as long as they would command it—but supposing someone built a mansion on his estate and was rated for it, and he took it into his head to pull it down, it ceased to be rated. There was no permanence in the rating of the mansion—it was rated as long as it stood and was occupied. If a company constructed a railway, and found it unprofitable and took up the rails on that account, the railway ceased to be rated as a railway, and was a mere bank or trench which might be worth little, or nothing at all. Therefore, he contended that permanence was not an incident of rating. The rating was continued as long as the rent could be commanded, and when the rent ceased then the rate also ceased.

Then the author drew a distinction between what he called royalty or dues, and rent. He was unable to see that distinction. He thought that the royalty of the mines was analogous to the rent of the soil in the case of a farm, and that the rent which was paid for the surface, the shaft, the engine-house, engines, tramways, and other appurtenances to a mine was analogous to the improvements made upon land by adjuncts, such as buildings or railways. Rent or royalty differed simply in name; they were both rent, and he did not think there was any distinction whatever between them.

The vote of thanks having been put and carried unanimously, the Meeting then adjourned.

THE ANNUAL GENERAL MEETING,

Monday, May 31st, 1880.

WILLIAM STURGE (PRESIDENT) IN THE CHAIR.

Messrs. R. F. GRANTHAM and A. L. RYDE, having been requested to act as Scrutineers of the ballot for the Election of Council, the balloting list submitted by the Council in accordance with the Bye-laws and the record of attendance of the Members of Council, were read, and the ballot declared open.

The Report of the Council on the state of the Institution, and the Statement of Receipts and Expenditure for the year 1879, were read.

RESOLVED—"That the Report of the Council and the Balance Sheet be received and approved, and be printed and circulated with the 'Transactions.'"

RESOLVED—"That the thanks of the Institution be given to Messrs. A. GARRARD and R. VIGERS for the efficient performance of their duties as Auditors, and that they be requested to continue their services for the ensuing year."

RESOLVED—"That the thanks of the Institution are due and be given to the President, the Vice-Presidents, and the other Members and Associates of Council, for the able manner in which they have administered the affairs of the Institution."

RESOLVED—"That the thanks of the Institution be given to Mr. JOHN WORNHAM PENFOLD (the Hon. Secretary), to Mr. JULIAN C. ROGERS, to the Treasurer, and other Officers of the Institution, for the able manner in which they have executed their several duties."

The ballot having been closed, the Scrutineers reported that the following gentlemen had been elected as Council for the ensuing year:—

President.

EDWARD RYDE.

Vice-Presidents.

THOMAS SMITH WOOLLEY	WILLIAM JAMES BEADEL
EDWARD I'ANSON	ELIAS PITTS SQUAREY

Members of Council.

ROBERT COLLIER DRIVER	DANIEL WATNEY
FRANCIS VIGERS	WILLIAM SCARTH
VIRGOE BUCKLAND	THOMAS BINNIE
CHARLES JOHN SHOPPEE	JAMES MARTIN
THOMAS CHATFEILD CLARKE	WILLIAM FOWLER
CHARLES STEPHENSON	HENRY JAMES CASTLE

Associates of Council.

RICHARD BOXALL GRANTHAM	FREDERICK MEADOWS WHITE, Q.C.

RESOLVED—"That the thanks of the Meeting be given to Messrs. R. F. GRANTHAM and A. L. RYDE for their services as Scrutineers."

A vote of thanks to the President for his conduct in the Chair having been passed unanimously, the Meeting separated.

THE TWELFTH
ANNUAL REPORT OF THE COUNCIL.

Annual General Meeting, May 31st, 1880.

The Council are glad to be able to report to the Members that during the year 1879 the Institution has continued to prosper.

Reviewing briefly the statistical history of the Institution during the year, it may be stated that the steady increase in the number of Members and Associates has been maintained.

The Council have lost in the late Mr. A. O. Sedgwick a most esteemed and valued colleague, and the profession one whose high character and professional skill commended him to the regard of all who knew him.

Immediate steps were taken, in accordance with the Bye-Laws, to fill up the vacancy in the Council. The ballot resulted in the election of Mr. William Fowler, of Birmingham, a gentleman who has been for many years in extensive practice in the Midland Counties.

Mr. Robert Wright Hall and Mr. Richard Hall, prematurely removed during the year, were the last survivors of a family long and honourably connected with the profession. Both these gentlemen, as well as their father, the late Mr. Richard Hall (Past-President), were closely identified with the establishment of the Institution, and were among its earliest Members. Obituary notices of these and other deceased Members accompany this Report.

The Institution now numbers 13 Honorary Members, 329 Members, 155 Associates, and 10 Students, or 507 of all classes.

The subjoined Statement of Accounts calls for but few comments. The revenue derived from subscriptions shows

an increase. The total revenue, on the other hand, shows a slight apparent decrease. This is due to the fact that several large accounts for "hire of rooms" have stood over till the turn of the year, pending the settlement of cases. These amounts have since been paid, and will go to swell the income of the current year.

It is with great satisfaction that the Council announce the complete extinction of the Building debt. The total sum raised by an issue of 117 Debenture Bonds to the Members was £2,925. The whole of this amount has been paid off in seven years, leaving the property entirely unencumbered—a result most gratifying to those who have laboured from the beginning to place the Institution upon a basis of permanent prosperity.

The Balance Sheet for the year ending December 31st, 1879, shows the following results :—

Receipts.	£	s.	d.	Expenditure.	£	s.	d.
Total Revenue . .	1,953	1	2	Total Payments out of Revenue—Current Expenses .	1,474	14	0
Revenue Balance in hand, January 1st, 1879	82	8	6	Transferred to Capital	335	0	0
Entrance Fees and LifeCompositions carried to Capital Account . . .	192	3	0	Revenue Balance in hand, December 31st, 1879 . .	225	15	8
Transferred from Revenue. . . .	335	0	0	Total Payments out ofCapital—Building and Furniture	174	0	7
Capital Balance in hand, January 1st, 1879	3	2	4	Debentures paid off	350	0	0
				Capital Balance in hand, December 31st, 1879 . .	6	4	9
	£2,565	15	0		£2,565	15	0

In addition to the above cash balances, Stock to the amount of £347 3*s*. Consols, and £141 16*s*. 9*d*. New Three per Cents. (of which £100 is invested in the Library Account), stood to the credit of the Trustees of the Institution of Surveyors on the 31st of December, 1879.

A summary of the Receipts and Expenditure for the present year, up to this date, is as follows :—

Receipts.	£	s.	d.
Total Revenue . .	1,346	1	6
Revenue Balance in hand, January 1st, 1880	205	15	8
Entrance Fees and Life Compositions carried to Capital Account . . .	506	6	0
Capital Balance in hand, January 1st, 1880	6	4	9
	£2,064	7	11

Expenditure.	£	s.	d.
Payments out of Revenue—Current Expenses . .	770	19	2
Interest on Mortgage Debentures . .	21	8	6
Revenue Balance in hand, May 31st, 1880 . . .	759	9	6
Payments out of Capital— Debentures paid off	400	0	0
Building, Furniture, & Fittings	105	0	0
Capital Balance in hand, May 31st, 1880	7	10	9
	£2,064	7	11

In addition to the above cash balances, the amount of Stock now invested in Consols is £347 3*s.*, and in New Three per Cents., £141 16*s.* 9*d.*

The Library balance in hand is £59 16*s.* 9*d.*, in addition to the £100 invested in New Three per Cents.

The total liabilities for rent, rates, printing, and current expenses amount to about £450.*

Advantage was taken of the visit to this country of M. Lefèvre de Sucy, the distinguished Founder of the Société des Géomètres of France, and President of the Permanent International Committee of "Ingénieurs-Géomètres," to invite him to a complimentary dinner, given by the Council, in token of appreciation of the generous hospitality extended to the Deputation from the Institution to the Paris Congress in July, 1878. The compliment was warmly acknowledged by M. Lefèvre in the Journal of the "Société des Géomètres."

In further prosecution of the objects of the Congress of Surveyors held in Paris in 1878, three Titular and three Substitute Members were elected by each nationality to form a permanent Committee, one of the three Titular Members for each country being nominated as a Vice-President of the Permanent International Committee. The

* The whole of these liabilities were cleared on the day of the Annual General Meeting.

Members elected to represent the Institution were as follows:—

Titular Members.

EDWARD RYDE
(*Vice-President of the Permanent International Committee*).
CHARLES JOHN SHOPPEE.
JOHN WORNHAM PENFOLD.

Substitute Members.

JOHN CLUTTON.
THOMAS HUSKINSON.
EDMUND JAMES SMITH.

Mr. RYDE, Mr. SHOPPEE, and Mr. HUSKINSON attended the Meeting of the Permanent International Committee, held at Paris in June last. A Report of the proceedings at the Meeting will be published in the "Transactions."

The serious nature of the agricultural prospect in July last formed the subject of anxious deliberation by the Council, who formulated a series of Resolutions embodying their views of the origin and nature of the prevalent depression, and indicating the most practical methods of mitigating existing evils so far as they had then been disclosed. The Resolutions were printed and widely distributed, and attention was called to them in the House of Commons by Lord SANDON (President of the Board of Trade), who quoted them *in extenso* in his speech in the debate on Mr. CHAPLIN'S motion for the appointment of a Royal Commission on Agriculture. The policy embodied in the Resolutions was reflected in the wise and liberal action of the great body of landowners throughout the country, under the greatly aggravated distress which followed, later in the year, the almost total failure of the harvest.

The Royal Commission on Agriculture, appointed in August last, has not yet completed its labours, which have taken a very wide range. The proceedings of the Commissioners, when published, will be found to be illustrated by the evidence of the President and several Members of the Institution, distinguished for intimate acquaintance with the facts forming the subject of the Commissioners' investigations.

The Institution has been honoured by the election of the

Right Hon. H. B. W. Brand, the Speaker of the House of Commons (who has taken a practical part in advancing the interests of Agriculture), as an Honorary Member.

Papers of much interest and of great practical utility have been read by Mr. J. Smalman Smith on the Law of Fixtures; by Mr. E. R. Robson on the Work of the School Board for London; by Mr. C. G. Saunders on Quantities and Quantity Practice; and by Mr. J. Potts, Jun., on the Rating of Mines and Quarries. But a considerable portion of the earlier part of the Session has been occupied by the all-absorbing topic of agricultural depression. The subject was introduced by the masterly and luminous Address of The President. The Paper subsequently read by Mr. W. L. Huskinson, distinguishing the real from the assumed causes of the agricultural depression, gave the desired opportunity of discussing the subject in all its bearings. This discussion, which extended over five Meetings, was followed with the greatest interest, not only by the Members of the Profession, but also by a large body of other persons throughout the country, and is believed to have contributed in some degree towards clearing the subject of false issues and theories alike mischievous and groundless.

The Council believe that the time has arrived when steps may be taken, with prospects of success, towards establishing a system of professional education. A scheme is in course of preparation which it is believed will meet with general approval. The details of the scheme will shortly be published, and the Council will look with confidence to the general body of Members to aid their endeavours to fulfil one of the most important and difficult functions of professional organization.

The attention of New Members and Associates is directed to the following extract from Bye-Law 29 . . . . . "all Members and Associates are expected, within twelve months after their election, to deliver to the Council an original Paper on some subject connected with the profession, or to make a donation to the Library or Collection."

The best thanks of the Council are due to the Members and Associates for support in the discharge of their duties

Dr. STATEMENT OF RECEIPTS AND EXPENDI

RECEIPTS.

REVEN

1879.	£	s.	d.	£	s.	d.	£
290 Members' Subscriptions for 1879, at £3 3s.	913	10	0				
3 „ „ in advance for 1880, at £3 3s.	9	9	0				
9 „ Arrears, at £3 3s.	28	7	0				
1 Difference of Subscription on Transfer	1	1	0				
				952	7	0	
122 Associates' Subscriptions for 1879, at £2 2s.	256	4	0				
3 „ „ in advance for 1880, at £2 2s.	6	6	0				
5 „ Arrears, at £2 2s.	10	10	0				
				273	0	0	
10 Students' Subscriptions for 1879, at £1 1s.	10	10	0				
1 „ „ in advance for 1880	1	1	0				
				11	11	0	
							1,236
Hire of Arbitration Rooms				..	..		704
Dividends				..	..		11
Cash in hands of Treasurer and Secretary, January 1st, 1879				..	..		82
							£2,033

CAPITA

	£	s.	d.	£	s.	d.	£
15 New Members' Entrance Fees for 1879, at £5 5s.	78	15	0				
3 Members' Entrance Fees, Balances on Transfer at £2 2s.	6	6	0				
				85	1	1	
14 New Associates' Entrance Fees for 1879, at £3 3s.	..	..		44	2	0	
2 Members' Life Compositions, at £31 10s.	..	..		63	0	0	
							192
Cash transferred from Revenue				..	..		335
Balance in hands of Treasurer, January 1st, 1879				..	..		3
							£530

LIBRA

	£
Donations, 1879	33
Dividends	2
Balance in hands of Treasurer, January 1st, 1879	173
	£209

S

	£
Revenue Account	2,035
Capital „	530
Library „	209
	£2,775

ASSETS A

	£
Cash in hands of Treasurer and Secretary	879
Value of Furniture and Books	2,299
Invested in New Three per Cents. and Consols	375
„ „ „ Library	100
Subscriptions and Entrance Fees due, but unpaid at date	61
Value of Premises, No. 12, Great George Street	6,000
Fees for Use of Rooms due, but unpaid at date	331
	£9,547

IE YEAR ENDING DECEMBER 31ST, 1879. Cr.

COUNT.

EXPENDITURE.

1879.	£ s. d.	£ s. d.
rance, Rates, and Taxes	244 15 10	
, Light, and Water	90 4 4	
	80 1 5	
		415 1 7
est on Loans		45 4 10
irs		34 11 4
onery, Postage and Receipt Stamps, Books of Account, Publications, &c.		97 11 10
ries and Wages		593 3 0
ehold Effects and Housekeeper's Petty Cash Expenses—Tea, Coffee, and sundry Disburse-		
ments		57 9 11
lication of "Transactions"—Printing and Lithography	204 2 0	
Covers and Binding	8 6 10	
Reporting	37 16 0	
	250 4 10	
Less Sale of ditto	44 9 4	
		205 15 6
ral Printing		25 16 0
sferred to Capital for Furniture and Redemption of Bonds		335 0 0
in hands of Secretary	20 0 0	
„ Treasurer	205 15 8	
		225 15 8
		£2,035 9 8

COUNT.

	£ s. d.
iture and Fittings	101 10 7
ling	72 10 0
mption of Bonds	350 0 0
nce in hands of Treasurer	6 4 9
	£530 5 4

COUNT.

	£ s. d.
hase of Books	62 11 1
nce in hands of Treasurer	147 8 9
	£209 19 10

ARY.

	£ s. d.
nue	1,809 14 0
tal	524 0 7
ary	62 11 1
nce in hands of Treasurer and Secretary	379 9 2
	£2,775 14 10

ABILITIES.

	£ s. d.
Quarter's Rent to Christmas, 1879	62 10 0
, Housekeeping, Printing, and various Accounts	275 0 0
ebentures at £25 each	400 0 0
nce	8,810 9 1
	£9,547 19 1

Examined with the Books and Vouchers, and found correct,
ROBERT VIGERS.
ARTHUR GARRARD.

1880.

APPENDIX TO VOL. XII.

Obituary.

HENRY CRAWTER (Member) was born at Cobham in Surrey, in 1816, and came to London in 1832, when he entered the office of his uncle, Mr. Henry Crawter, then of Southampton Buildings, and afterwards of Bedford Row. On the death of his uncle, he succeeded to the business, and for many years acted as land-agent to the Mercers' Company, and to various noblemen and other owners of landed property. He was frequently engaged in railway arbitrations and other important compensation cases, and was widely known and respected. Mr. Crawter was one of the Members of the first Council of the Institution, in the formation of which he took part, but, being seized with paralysis about eight years since, he became gradually incapacitated for business, and retired from the Council in 1876, remaining, however, a Member of the Institution until his death.

ROBERT WRIGHT HALL (Member) was born in the year 1829 at Cirencester, where his father, the late Mr. Richard Hall (Past-President), was then in practice. He was educated at Cheltenham College, after leaving which he passed some years in the study of practical agriculture in his native county and in Scotland. He then entered his father's office, and assisted him in his extensive business in the west of England, and afterwards in London in partnership with him and his brother Richard. He took great interest in the sciences connected with agriculture,

and was a Fellow of the Geological and Linnean Societies, and a member of several other societies of a kindred nature. The last few months of his life were passed in indifferent health, and he died on the 22nd June, 1879, at the age of 50.

RICHARD HALL (Member), brother of the preceding, was born at Cirencester in the year 1839. He was educated at King's College, and afterwards became associated with his father and brother in their practice as Land-Agents and Surveyors. For the last few years he was very extensively engaged as Surveyor for the Great Western Railway Company. He died on the 3rd February last from inflammation of the lungs, after a very few days illness, in the 40th year of his age.

WILLIAM LOVEJOY (Member), of the firm of Warlters, Lovejoy, & Miles, was the eldest son of the late Mr. Samuel Lovejoy, of Chancery Lane, formerly one of the partners in the firm (originally established by Mr. Gwillim), which Mr. William Lovejoy joined as a partner nearly forty years ago. Mr. Lovejoy enjoyed for many years an extensive practice in compensation cases, and in valuations connected more especially with breweries and hotels, respecting which class of property he possessed a very large and varied experience. Mr. Lovejoy died, after a long illness, on the 12th January last, in the 63rd year of his age.

ALFRED OWTHWAITE SEDGWICK (Member) was the eldest son of William Fellows Sedgwick. He was born at Pullingspit, near Rickmansworth, Herts, on February 26th, 1838, and was educated at the Berkhamstead and St. Alban's Grammar Schools. He entered a mercantile house in London, but remained only a short time, leaving it to be articled to Mr. Weaver, Architect and

Surveyor, Devizes. He then joined the business of Sedgwick & Son, which had been carried on for some generations, and succeeded to it on the death of his father in 1869, subsequently taking Mr. John Weall (Member)—now the surviving representative of the firm—into partnership. Mr. Sedgwick was elected a Member of the Institution in 1871, a Member of the Council in 1878, and a Member of the Land Surveyors' Club in 1875. He was also a Member of the Committee of the Estate Exchange, and of the Board of Managers of the London Orphan Asylum, and was connected with most of the public and charitable institutions in Watford. He was mainly instrumental in forming the West Herts Agricultural Society, of which he was Honorary Secretary for some years.

About two years before his death, Mr. Sedgwick was attacked by a dangerous and insidious disease, but with his characteristic energy he persevered in the fulfilment of his arduous duties, only taking long rests at intervals. After returning from a German watering place, where he had apparently derived some benefit, his health again declined, his illness terminating fatally on the 22nd of November, 1879, in the 42nd year of his age.

LIST OF DONATIONS AND CONTRIBUTIONS TO JUNE 1st, 1880.

DONATIONS OF BOOKS, MAPS, &c.

Donors.	Title of Work.
Agricultural Gazette, Editor of the	"The Agricultural Gazette," 1879-80.
Allnutt, H. . . .	"Diagram showing the Fluctuations in the Imperial Average Price of Wheat Annually, from 1641 to the present period." "Diagram showing the Fluctuations in the Tithe Rent Charge Annually, from the Commutation in 1836 to 1880."
Architect, Editor of the .	"The Architect," 1879-80.
Bonny, J. R. . . .	"History of Knaresborough." "Bredgar Farm Cash Book." From Jan. 10th, 1849, to Oct. 11th, 1853.
Browne, J. H. Balfour .	"The Sixth Annual Report of the Railway Commissioners."
Builder, Editor of the .	"The Builder," 1879-80.
Builder's Weekly Reporter, Editor of the . . .	"The Builder's Weekly Reporter," 1879-80.
Castle, W. H. B. . . .	"Description and Requisite Tables for an Instrument called the Land Surveyor, invented by Edward Hewlings." Lond. 1801.
Clutton, J.	"Cocker's Decimal Arithmetick." Lond. 1695. "A New and Useful Instrument for Addition and Subtraction of Pounds, Shillings, Pence, and Farthings." By S. Morland. "A Treatise on the Art of Decyphering and of writing in Cypher with an Harmonic Alphabet." "A Treatise on Arithmetic, collected from the Works of several eminent Authors." By J. Brooks.

Donors.	Title of Work.
Estate Exchange, Committee of the	"Index to the Estate Exchange Registers," 1879-80.
Estates Gazette, Editor of the	"The Estates Gazette," 1879-80.
Farmers' Club, The	"Journal," 1879-80.
Field, Editor of the	"The Field," 1879-80.
Fowler, W.	"The Complete Farmer; or, a General Dictionary of Husbandry in all its Branches."
Horticulture, Journal of, Editor of the	"The Journal of Horticulture," 1879-80.
Institution of Civil Engineers	"Minutes of Proceedings." Vols. LVI., LVII., LVIII., and LIX.
Institution of Mechanical Engineers	"Proceedings," 1879-80.
Jackson, C.	"The Practical Arbitrator." By C. Jackson.
The Land Agents' Record, Editor of the	"The Land Agents' Record," 1879-80.
Liverpool Architectural Society,	"Proceedings," 1879-80.
London and Middlesex Archæological Society	"Transactions." Part 15. Part 2 of Vol. V.
Michael, W. H., Q.C.	"The Law relating to Gas and Water." By W. H. Michael, Q.C., and J. S. Will. 2nd edition.
North of England Institute of Mining and Mechanical Engineers	"Transactions." Vol. XXVIII., 1878-79.
Northumberland, His Grace the Duke of	"Fac-simile of an Ancient Map of Isleworth Hundred."
Porter, T.	"The Student's Guide to the Practice of Italian Architecture." By T. Porter. Part I.
Quick, J., Jun.	"Remarks on the Rating of Gas and Water Works." By J. Quick, Jun. "The Water Supply of the Metropolis, and the Proposed Transfer of the London Water Companies to a Public Authority." By J. Quick, Jun.
Reid, P. S.	"Census of Great Britain, 1851." 3 Vols. "Transactions of the Natural History Society of Northumberland, Durham, and Newcastle-on Tyne." 2 Vols.

Donors.	Title of Work.
Ridley, G.	"Standford's Compendium of Geography and Travel—Africa, Central and South America, and Australasia." 3 Vols.
	"The History of Cornwall from the Earliest Records and Traditions to the Present Time." By F. Hitchins and T. Drew. 2 Vols. 4to.
Robinson, H.	"Sewage Disposal." By H. Robinson.
Royal Agricultural Society of England	"Journal." Vol. XV., Part 2, and Vol. XVI., Part 1.
Royal Institute of British Architects	"Transactions," 1879-80.
Secretary of State for India	"Account of the Operations of the Great Trigonometrical Survey of India." Vols. II., III., and IV.
Shoppee, C. J.	"An Engraving Illustrating the Works of Sir Christopher Wren."
Smyth, E.	"Tables for the Enfranchisement of Copyholds of Inheritance." By E. Smyth.
Société des Géomètres	"Journal," 1879-80.
Statistical Society	"Journal." Vol. XLII., Parts 2, 3, and 4, and Vol. XLIII., Part 1.
Tunley, G.	"Survey of the Cities of London and Westminster, Borough of Southwark, and parts adjacent." By R. Seymour. 2 vols. Folio.

CONTRIBUTIONS IN MONEY TO LIBRARY FUND.

From June 1st, 1879, to June 1st, 1880.

	£	*s.*	*d.*
Curtis, S. P.	2	2	0
Gepp, C. B. O.	2	2	0
Hall, J. G.	2	2	0
Harvey, J. J. S.	2	2	0
I'Anson, E. B.	3	3	0
Robson, H.	2	2	0
Scargill, A.	3	3	0
Selby, C. F.	2	2	0
Sladen, St. B.	2	2	0
Williams, W. H.	2	2	0

INSTITUTION OF SURVEYORS.

List of Members, June 1st, 1880, with Council for Session 1880-81.

Honorary Members.

ate of Election d of Transfer.		
1874, Apr. 13	BEDFORD, HIS GRACE THE DUKE OF	81 & 82, Eaton Square, S.W.
1880, May 10	BRAND, HENRY BOUVERIE WILLIAM, THE RIGHT HON.	Speaker's House, Palace of Westminster, S.W.
1878, Nov. 11	BUCAILLE, EUGÈNE	168, Boulevard de Strasbourg, Havre, France.
1875, Mar. 15	CAIRD, JAMES, C.B.	Tithe and Inclosure Commission Office, St. James's Square, S.W.
1877, Jan. 15	CONSTABLE, JOHN, The Rev.	Marston Bigot, Frome, Somersetshire.
1880, Jan. 5	DERIVRY, MARIE AUGUSTE LOUIS	Noyon, Oise, France.
1880, Jan. 5	GILLET, GEORGES EDOUARD	Joinville, Haute-Marne, France.
1871, Jan. 30	GORE, CHARLES ALEXANDER, The HONORABLE	Office of Woods, &c., 1, Whitehall Place.
1871, Jan. 30	HOWARD, JAMES KENNETH, The HONORABLE	Office of Woods, &c., 1, Whitehall Place.
'69, Jul. 26 M.'71, Feb. 27	LEACH, GEORGE ARCHIBALD, LIEUT.-COLONEL	Tithe and Inclosure Commission Office, St. James's Square, S.W.
1878, Nov. 11	LEFÈVRE, FRANÇOIS ETIENNE	Sucy, Seine et Oise, France.
'68, Jun. 23 M.'77, May 14	LLOYD, JOHN HORATIO	100, Lancaster Gate, W.
'72, Jan. 15 J.'72, Apr. 22	RIDLEY, GEORGE	Tithe and Inclosure Commission Office, St. James's Square, S.W.

The names of those Members and Associates who have paid Life Composition Fees are distinguished thus *

Members.

e of Election of Transfer.		
1868, Jun. 15	ADAMS, CHARLES FREDERICK	Barkway, Herts.
1872, Dec. 9	APPERLEY, WILLIAM HAVARD	Hereford.
1869, May 3	ARDING, CHARLES BENNETT.	22, Surrey Street, Strand, W.C.
.875, Nov. 8	AUSTIN, RUSSELL GARDINER	The Wash, Hertford.

Date of Election and of Transfer.	MEMBERS.	
1877, Mar. 12	BALLS, JAMES MAYHEW . . .	Castle Hedingham, Essex.
1868, Aug. 17	*BARRY, CHARLES	1, Westminster Chambers, Victoria Street, S
1868, Aug. 3	BEADEL, FREDERICK. . . .	121, Pall Mall, S.W.
1868, Jun. 15	BEADEL, WILLIAM JAMES . . (*Vice-President*)	97, Gresham Street, E.C.
1868, Nov. 2	*BEAUMONT, GEORGE, JUN. . .	East Bridgford, near Nottingham.
1876, Apr. 24	BECKETT, WILLIAM . . .	Oulton Park Farm, near Tarporley, Cheshire
1879, Jan. 6	BEDELLS, CHARLES KING . .	6, John Street, Bedford Row, W.C.
1873, Dec. 8	BEESTON, FREDERICK . . .	30, Lincoln's Inn Fields, W.C.
1875, Mar. 1	BENNETT, THOMAS OATLEY .	Bruton, Somerset.
1873, Feb. 24	BEWICK, THOMAS JOHN . . .	Haydon Bridge, Northumberland.
1869, Mar. 22	BIDWELL, CHARLES	Ely, Cambridgeshire.
1875, Apr. 12	BINGHAM, REUBEN	5, Bolton Street, Piccadilly.
1868, Oct. 26	BINNIE, THOMAS . . . . . (*Member of Council*)	207, Hope Street, Glasgow.
1868, Aug. 10	BIRD, JAMES BINFIELD . . .	West Cowes, Isle of Wight.
1870, Feb. 7	BLOUNT, WILLIAM	Orchehill House, Gerard's Cross, Bucks.
1874, Feb. 2	BOLAM, CHARLES GODFREY . .	38, Parliament Street, S.W.
1874, Feb. 2	BOLAM, HARRY GEORGE . . .	Ingestre, Stafford.
1876, May 8	BOLAM, WILLIAM THOMAS . .	Cross House, Westgate Road, Newcastle-u Tyne.
1875, Dec. 13	*BOLDEN, JOHN LEONARD . .	Tehidy Office, Camborne, Cornwall.
1869, May 3	BOND, ERASMUS	22, Surrey Street, Strand, W.C.
1868, Jun. 15	BONNY, JAMES RIPPOTH . . .	47, Old Broad Street, E.C.
1868, Jul. 13	BOWLER, WILLIAM ANTHONY .	Castle Chambers, Opie Street, Norwich.
1874, Dec. 7	BROOK, JAMES	28, John William Street; and Spring Wood, Mill, Huddersfield.
1874, Dec. 7	BROUGHTON, JOHN	South Shields, Durham.
1874, Jan. 5	BROWN, DANIEL JOHNSON . .	61, Lincoln's Inn Fields, W.C.
1868, Jul. 13	BROWN, GEORGE	Roborough House, Barnstaple, Devonshire.
1871, Dec. 18	BROWN, JOHN.	Rose Hill, Chesterfield.
1869, Feb. 22	BROWN, THOMAS FORSTER . .	Guildhall Chambers, Cardiff.
1869, Feb. 8	BROWN, WILLIAM.	Tring, Herts.
1874, Apr. 13	BRYANT, ARTHUR JOHN . . .	3, Old Palace Yard, Westminster, S.W.
1870, Dec. 12	BUCHAN, THOMAS.	15, Barrack Street, Dundee.
1868, Jul. 13	BUCK, ALBERT	Worcester.
1871, Dec. 18	BUCKLAND, FRANK BOWRY . .	Windsor.
1868, Jun. 15	BUCKLAND, VIRGOE . . . . (*Member of Council*)	66, Cannon Street, E.C.
1868, Jul. 20	BURNELL, EDWARD HENRY . .	32, Bedford Row, W.C.
1875, Feb. 1	*BURROUGHES, THOMAS HENRY.	16, Lower Berkeley Street, W.
A. '68, Aug. 10 M. '75, Mar. 15	BUTLER, ARTHUR	7, Staple Inn, W.C.
1874, Jan. 5	RUZZARD, ALFRED LINDSEY. .	22, Surrey Street, Strand, W.C.
1869, Jul. 12	CADLE, CLEMENT.	Clarence Street, Gloucester.
1876, Apr. 24	CASSELL, JAMES ROBERT . .	11, Billiter Square, E.C.

Date of Election and of Transfer.	MEMBERS.	
1874, Jan. 19	CASTLE, HENRY JAMES, SEN. (*Member of Council*)	5, Chancery Lane, W.C.
1873, Jan. 13	CASTLE, ROBERT	Merton Street, Oxford.
1872, Mar. 11	CASTLE, WILLIAM HENRY BALDWIN	5, Chancery Lane, W.C.
1870, Dec. 12	CATES, ARTHUR	7, Whitehall Yard, S.W.
1875, Jan. 4	CAVE, HENRY H.	Brigg, Lincolnshire.
1870, Jan. 10	CHANCELLOR, FREDERICK	Chelmsford, Essex; and 8, Finsbury Circus, E.C.
1868, Jun. 15	CHAPMAN, GEORGE	14, Cockspur Street, S.W.
1873, Jan. 27	CHEFFINS, CHARLES RICHARD	23, Abingdon Street, S.W.
1868, Jul. 6	CHINNOCK, FREDERICK GEORGE	11, Waterloo Place, S.W.
1868, Jun. 15	CLARKE, THOMAS CHATFEILD (*Member of Council*)	63, Bishopsgate Street Within, E.C.
1868, Jun. 15	CLIFTON, EDWARD NORTON (*Past-President*)	7, East India Avenue, E.C.
1868, Jun. 15	CLUTTON, HENRY	9, Whitehall Place, S.W.
1868, Jun. 15	CLUTTON, JOHN (*Past-President*)	9, Whitehall Place, S.W.
A. '68, Jul. 13 / M. '75, May 10	CLUTTON, JOHN HENRY	9, Whitehall Place, S.W.
A. '68, Jul. 6 / M. '74, Apr. 13	CLUTTON, RALPH	9, Whitehall Place, S.W.
A. '70, Jan. 10 / M. '75, Dec. 13	CLUTTON, RALPH WILLIAM	Hartswood, Reigate, Surrey.
1868, Jul. 13	CLUTTON, ROBERT GEORGE	9, Whitehall Place, S.W.
1869, Jan. 11	CLUTTON, WILLIAM JAMES	The Mount, York.
1868, Jun. 15	COBB, ROBERT LAKE	Higham, Kent.
1868, Jul. 20	COLLIER, JOHN	Salters' Hall, St. Swithin's Lane, E.C.
1868, Aug. 17	COLLINS, HENRY HYMAN	61, Old Broad Street, E.C.
1869, Apr. 5	COMELY, JOHN GILL	Winchester, Hants.
1876, Apr. 24	COOTE, GEORGE	Smeetham Hall, Sudbury, Suffolk.
1872, Jan. 29	COUCHMAN, CHARLES	6, Waterloo Street, Birmingham.
1880, Jan. 5	COVERDALE, FREDERICK JOHN	Ingatestone Hall, Essex.
1878, Jan. 28	COWGILL, WILLIAM	Bradford.
1869, Jan. 25	CRAWTER, JOHN	Cheshunt, Herts.
1869, Jan. 25	CRICKMAY, GEORGE RACKSTROW.	St. Thomas Street, Weymouth.
1874, May 11	CRONK, EDWYN EVANS	Sevenoaks, Kent.
1876, Jan. 10	CROSS, JOHN	77, King Street, Manchester.
1873, Apr. 21	CROSS, WILLIAM STEPHENS	53, Charing Cross, S.W.
1868, Jun. 15	CURREY, HENRY	37, Norfolk Street, W.C.
1877, Apr. 16	CURTIS, ROBERT LEABON	15 and 16, Blomfield Street, E.C.
1879, Apr. 28	CURTIS, SAMUEL PERKINS	15 and 16, Blomfield Street, E.C.
1878, Apr. 29	DARLEY, WILLIAM	Eastfield, Askern, Doncaster.
1868, Jul. 13	DAVID, EDWARD	Llandaff, Glamorganshire.
1873, Feb. 10	DAVIES, JOHN MORGAN	Froodvale, Llandilo, Carmarthenshire.
1868, Jun. 15	DENT, JOHN	34, Great James Street, W.C.

Date of Election and of Transfer.	MEMBERS.	
1868, Jun. 15	DENTON, JOHN BAILEY . . .	22, Whitehall Place, S.W.
A. 1869, Feb. 8 M. 1878, Feb. 25	DODGSON, WILFRED LONGLEY .	The Moor, Ludlow.
1878, Jan. 14	DOWNING, FREDERICK . . .	7A, Whitehall Yard, S.W.
1868, Nov. 9	DOWNS, HENRY	Basingstoke, Hants.
1873, Feb. 10	DREW, HENRY	Exeter.
1872, Feb. 26	DREW, JOHN	9, Queen Street, Exeter; and Powderham Ca near Exeter.
A. 1876, Jan. 10 M. 1878, Feb. 25	DRIVER, CHARLES WILLIAM .	4, Whitehall, S.W.
1868, Jun. 15	DRIVER, ROBERT COLLIER . . *(Member of Council)*	4, Whitehall, S.W.
1874, Jan 5	DUNCH, CHARLES.	District Board Offices, White House, Commer Road, E.
1871, Jan. 30	DUNLOP, ALEXANDER MILNE .	3, Old Palace Yard, Westminster, S.W.
1868, Jun. 15	DYMOND, FRANCIS WILLIAMS .	Exeter.
1868, Aug. 3	EASTON, WILLIAM	6, Hammet Street, Taunton, Somersetshire.
1868, Aug. 3	EILOART, FERDINAND . . .	40, Chancery Lane, W.C.
1875, Feb. 1	ELLIS, JOHN WHITTAKER (Alderman)	5, Lancaster Place, W.C., and 18, Old Br Street, E.C.
1872, Feb. 26	EMMANUEL, BARROW	2, Finsbury Circus, E.C.
A. 1874, Feb. 16 M. 1876, Nov. 27	EVANS, WILLIAM ERNEST . .	The Priory, Shrewsbury.
1868, Aug. 3	EVE, WILLIAM	10, Union Court, Old Broad Street, E.C.
1873, May 5	EVES, GEORGE	Uxbridge, Middlesex.
1880, Jan. 5	FAIR, JACOB WILSON . . .	Lytham, Lancashire.
1879, Mar. 31	FARRAR, JAMES	12, Market Street, Bury, Lancashire.
1873, Jan. 27	FIELD, FRANCIS HAYWARD . .	Merton Street, Oxford.
1880, Jan. 19	FLOCKTON, THOMAS JAMES . .	15, St. James' Row, Sheffield.
1879, Dec. 8	FORSHAW, EDWARD	Basford, Stoke-upon-Trent.
1872, Mar. 11	FOSTER, CHARLES ROLLS . .	54, Pall Mall, S.W.
1873, Dec. 8	FOWLER, WILLIAM . . . . *(Member of Council.)*	23, Waterloo Street, Birmingham.
1874, Jan. 5	FOX, FREDERICK FRANCIS . .	Melbourne, near Derby.
1875, Jan. 18	FRY, GEORGE FREDERICK . .	5, Tavistock Street, Covent Garden, W.C.
1868, Jun. 15	FULLER, FRANCIS.	12, Montague Villas, Richmond Hill, S.W.
1876, Jan. 10	GAIRDNER, EDWARD JAMES . .	42, University Street, W.C., and 9A and Craig's Court, Charing Cross.
1868, Jul. 6	GALSWORTHY, FREDERICK THOMAS	11, Waterloo Place, S.W.
1868, Sep. 28	GARDINER, WILLIAM JAMES . .	110, Great Russell Street, W.C.
1877, Feb. 12	GERMAN, WILLIAM	Measham, Atherstone, Derbyshire.
1875, Feb. 1	GILBERT, WILLIAM HENRY SAINSBURY	9, Old Jewry, E.C.
1880, Feb. 2	GILLART, RICHARD	Machynlleth, Montgomeryshire.
1869, Dec. 6	GIRDWOOD, JAMES	49, Pall Mall, S.W.

Date of Election and of Transfer.	MEMBERS.	
1876, Jan. 24	GLASIER, GEORGE HENRY BROUGHAM	41, Charing Cross, S.W.
1873, May 19 / 1878, Mar. 11	GORE, SPENCER W.	16, Whitehall Place, S.W.
1880, Apr. 12	GOULDING, WILLIAM PURDHAM.	41, Moorgate Street, E.C.
1873, Feb. 10	GOUTHWAITE, RICHARD . . .	Lumby, near South Milford, Yorkshire.
1875, Jan. 10	GRAHAM, WILLIAM	Victoria Chambers, Newport, Monmouthshire.
1875, Jan. 18	GREY, CHARLES GREY . . .	55, Parliament Street, Westminster, S.W.
1876, Mar. 28	GWYTHER, WILLIAM WARLOW .	43, Lincoln's Inn Fields, W.C.
1874, Mar. 16	HADDOCK, ROLAND	21, High Street, Croydon, Surrey.
1878, Dec. 9	HALL, JOHN GEORGE . . .	33, Masbro' Road, West Kensington, W.
1875, Jan. 4	HARDING, JOSEPH	49, Lune Street, Preston.
1875, Dec. 17	HARDING, WILLIAM DANIEL . .	16, St. Paul's Churchyard, E.C.
1871, Feb. 23	HART, WILLIAM FREDERICK .	Lambeth Waterworks, Brixton Hill, S.W.
1868, Jul. 13	HARVEY, JOHN	6, Victoria Place, Haverfordwest, Pembrokeshire.
1868, Jul. 13	HARVEY, RICHARD HART . .	6, Victoria Place, Haverfordwest, Pembrokeshire.
1873, May 19	HASLAM, DRYLAND	17, Friar Street, Reading.
1868, Jul. 6	*HAYWOOD, WILLIAM	Guildhall, E.C.
1877, Apr. 30	HEATH, WILLIAM HENRY . .	181, Bishopsgate Street Without, E.C.
1871, Jan. 16	HEDLEY, THOMAS FENWICK . .	Sunderland.
1870, Jan. 10	HILLIARD, GEORGE BRIDGE .	Chelmsford, Essex.
1868, Jul. 13	HIPPISLEY, EDWIN	Chamberlain Street, Wells, Somersetshire.
1878, Dec. 9	HOBGEN, FRANCIS NEALE . .	East Street, Chichester.
1878, Dec. 9	HODSON, GEORGE	Town Hall, Loughborough.
1874, Nov. 16	HOLDEN, ISAAC	64, Cross Street, Manchester.
1874, Nov. 16	HOLDEN, JOHN	64, Cross Street, Manchester.
1868, Jun. 15	HORSEY, THOMAS	11, Billiter Square, E.C.
1869, Feb. 22	HORSFALL, RICHARD	Halifax, Yorkshire.
1869, Apr. 5	HORWOOD, JAMES.	10, Paternoster Row, E.C.
1868, Sep. 28	HUDSON, WILLIAM	19, Bennet's Hill, E.C.
1868, Nov. 2	HUMBERT, CHARLES F. . . .	Watford, Herts.
1869, Feb. 22	HUMPHREYS, CHARLES . . .	61, Leadenhall Street, E.C.
1868, Jun. 15	HUNT, SIR HENRY ARTHUR, C.B.	45, Parliament Street, Westminster, S.W.
1874, May 11	HUNT, HENRY ARTHUR, JUN. .	3, Victoria Street, Westminster, S.W.
1869, Mar. 8	HUNT, JOSIAH	6, Queen Anne's Gate, Westminster, S.W.
1868, Jun. 15	HUSKINSON, THOMAS . . . (*Past-President*)	Epperstone, Nottingham.
1874, Jan. 19	HUSKINSON, WILLIAM LAMBE .	The Manor House, Epperstone, Nottingham.
1869, Feb. 22	HUSSEY, GEORGE HENRY . .	The Green, High Wycombe, Bucks.
1868, Jun. 15	I'ANSON, EDWARD . . . . (*Vice-President*)	7A, Laurence Pountney Hill, E.C.
1880, Jan. 19	I'ANSON, EDWARD BLAKEWAY .	7A, Laurence Pountney Hill, E.C.
1880, Feb. 16	JACKSON, CHARLES	23, Brazennose Street, Manchester.
1869, Jul. 26	JACKSON, FREDERICK. . . .	Nottingham.

Date of Election and of Transfer.	MEMBERS.	
1876, Apr. 8	JEMMETT, ALEXANDER . . .	Nympsfield, Stonehouse, Stroud, Gloucestersh
A. '69, Apr. 5 M. '78, Feb. 25	JONAS, HENRY	4, Whitehall, S.W.
1868, Jul. 27	JONAS, JOHN CARTER . . .	27, Market Hill, Cambridge.
1878, Apr. 21	JONES, HENRY PARR . . .	Portway House, Warminster.
1869, Mar. 22	KING, WILLIAM DAVID . . .	Farlington Farm, Havant, Hants.
1868, Sep. 28	KNOLLYS, JAMES EDWARD . .	Fitzhead Court, Taunton, Somerset.
1871, Feb. 27	KNOWLES, WILLIAM	Albion Chambers, King Street, Gloucester.
1868, Aug. 3	LAMBERT, WILLIAM	1, New Broad Street, E.C.
1876, Apr. 24	LANE, CECIL NEWTON . . .	Whiston Hall, Shifnal, Salop.
1868, Nov. 9	LAURANCE, JOHN, JUN. . . .	Warmington, near Oundle, Northamptonshire
1868, Jul. 20	LAVENDER, JOSEPH	26, Bedford Row, W.C.
1878, Nov. 11	*LEANE, GEORGE HENRY . .	23, Queen Anne's Gate, S.W.
1868, Jun. 15	LEE, CHARLES	8, Adelphi Terrace, W.C.
1874, Feb. 2	LEE, FREDERICK.	6, Great College Street, Westminster, S.W.
1878, Mar. 25	LEE, WILLIAM WARD . . .	33, Finsbury Circus, E.C.
1870, Feb. 7	LEES, JOHN	Reigate, Surrey.
1875, Jan. 18	LLEWELLIN, DAVID	Pontypool, Monmouthshire.
1875, Mar. 15	LOFTS, HENRY	99, Mount Street, Grosvenor Square, W.
1876, Feb. 7	LOVEJOY, ALFRED	7, Poultry, E.C.
1869, Jul. 12	LYE, JOHN GAUNT	8, Lancaster Place, W.C.
1868, Nov. 2	MACAULAY, COLIN ALEXANDER .	Leicester.
1869, Jan. 25	MANN, CHARLES JOHN . . .	29, Great George Street, S.W.
1875, Jan. 18	MANN, ROBERT WILKS . . .	7, Hobart Place, S.W.; and White Hall, Hay
1869, Mar. 29	MARR, JAMES	8, Adam Street, Adelphi, W.C.
1876, Mar. 20	*MARTIN, GILSON	Chatsworth, Chesterfield.
1875, Jan. 4	MARTIN, HOWARD	145, High St., Croydon; & The Ferns, E. Croy
1870, Feb. 7	*MARTIN, JAMES . . . . . *(Member of Council)*	Wainfleet, Boston, Lincolnshire.
1876, May 8	MARTIN, JOHN MAY	Lower Musgrave House, Exeter.
1875, May 10	MASON, WILLIAM LUDLAM . .	The High Holme, Louth, Lincolnshire.
1868, Jun. 15	MATHEWS, JEREMIAH . . .	15, Waterloo Street, Birmingham.
1868, Jun. 15	*MATHEWS, WILLIAM	15, Waterloo Street, Birmingham.
1879, Dec. 8	MELLERSH, ALFRED WILLIAM .	Godalming, Surrey.
1876, Feb. 7	MCCALL, GEORGE	33, Victoria Chambers, Market Place, Blackburn
1877, Feb. 12	MINTER, WILLIAM	81, Bondgate, Darlington.
1874, Dec. 7	MOORE, EDWARD WELLS . .	Middle Claydon, Winslow.
1876, Nov. 13	MORRIS, JOHN WARRINGTON .	Gracechurch Buildings, Gracechurch Street,
1878, Dec. 9	MURPHY, EDMUND	Dunfanaghy, Letterkenny, Ireland.
1874, Apr. 18	NAYLOR, ARTHUR MILLINGTON .	3, Old Palace Yard, Westminster, S.W.
1868, Nov. 2	NEALE, CHARLES JAMES . .	High Oakham, Mansfield, Notts.

Date of Election and of Transfer.	MEMBERS.	
1879, Feb. 3	*Neame, Frederick, Jun.	Macknade, Faversham, Kent.
1872, Dec. 9	Newman, Francis	Ryde, Isle of Wight.
1875, Jan. 18	Nichols, Daniel Cubitt	7, Howard Street, Strand, W.C.
1872, Jan. 29	Nisbet, Ralph P.	Chester Hill House, Belford, Northumberland.
1873, Apr. 21	Noble, John	Woodhall, Herts.
1875, Apr. 26	Nockolds, Martin	Saffron Walden, Essex.
1876, Mar. 20	Norman, James Maurice	Uxbridge, Middlesex.
1869, Mar. 8	Norman, William	8, Spring Gardens, S.W.
1868, Jul. 20	North, George	22, Whitehall Place, S.W.
1871, Feb. 13	Notley, Richard Albert	80, Cornhill, E.C.
1868, Jul. 6	*Oakley, Christopher	10, Waterloo Place, S.W.
1877, Apr. 30	Oakley, William	29, Charles Street, St. James's Square, S.W.
1869, Mar. 8	Owen, Thomas Rule	High Street, Haverfordwest, Pembrokeshire.
1872, Dec. 9	Parsons, Henry	Haslebury Plucknett, Crewkerne, Somerset.
1875, Nov. 8	Paterson, Robert	10, Hanover Street, Edinburgh.
1870, Dec. 12	Paxton, Jonas	Bicester, Oxfordshire.
1868, Jun. 15	Penfold, John Wornham (*Honorary Secretary*)	29, Great George Street, Westminster, S.W.
1876, May 8	Peppercorn, John Hutchinson	Eaton Socon, Bedfordshire.
1876, Feb. 21	Phillips, Frederick Hamilton	Oakleigh House, Neath, Glamorganshire.
1873, Dec. 8	Pink, Charles	Winchester, Hants.
1880, Jan. 5	Potts, Joseph, Jun.	North Cliff, Roker, Sunderland.
1870, Jan. 24	Poundley, John Edward	Black Hall, Kerry, Montgomeryshire.
1877, May 14	Powell, Evan	Broomcliffe, Llanidloes.
1877, Dec. 10	Pownall, George Harry	29, Parliament Street, S.W.
1872, Nov. 25	Prickett, Walter Bellson	62, Chancery Lane, W.C.
1877, May 14	Prior, Richard James	Canterbury, and 61, Lincoln's Inn Fields, W.C.
1870, Jan. 24	Rawlence, George	Salisbury, Wilts.
1870, Feb. 7	Rawlence, James	Salisbury, Wilts.
1868, Oct. 26	Raynbird, Hugh Edward	Basingstoke, Hants.
1879, Apr. 28	Rees, William George	Holly House, Newport, Monmouthshire.
1878, Nov. 11	Reid, Patrick Sandeman	Local Board, Hendon.
1876, Dec. 18	Richardson, John	Methley Park, Leeds.
1873, Feb. 10	Rickman, Thomas Miller	8, Montague Street, Russell Square, W.C.
1868, Jun. 15	Rigden, Richard Henry	The Close, Salisbury, Wilts.
1868, Aug. 17	Roberts, Richard	42, New Broad Street, E.C.
1879, Mar. 31	Robins, Edmund.	5, Waterloo Place, S.W.
1868, Jul. 13	Robins, Edward Cookworthy.	14, John Street, Adelphi, W.C.
1872, Dec. 9	*Robson, Edward Robert	41, Parliament Street, Westminster; and 6, St. Germain's Place, Blackheath, S.E.
1879, Mar. 17	Robson, Henry	Old Elvet, Durham.
A. '74, Mar. 2 M. '79, Feb. 17	Rogers, Sydney James	5, Westminster Chambers, S.W

Date of Election and of Transfer.	MEMBERS.	
A. '74, Dec. 7. M. '76, Jan. 24.	ROLLESTON, JOHN FOWKE LANCELOT	Grey Friars, Leicester.
1868, Aug. 31	ROSSER, WILLIAM	Llanelly, Carmarthen.
1878, Apr. 8	*ROWE, RICHARD REYNOLDS . .	10, Emmanuel Street, Cambridge.
A. '73, Dec. 8. M. '75, Nov. 8.	RUSHWORTH, EDMUND WALTER	22, Savile Row, W.
1868, Jun. 15	RYDE, EDWARD . . . . (*President*)	29, Great George Street, S.W.
1876, Jan. 24	SADLER, GEORGE WILLIAM . .	467, High Street, Cheltenham.
1875, Apr. 26	SANDAY, GEORGE HENRY . .	Wensley House, Bedale, Yorkshire.
1876, Nov. 27	SANDY, HENRY	Newport Road, Stafford.
1869, Feb. 8	SAUNDERS, CECIL GEORGE . .	29, Great George Street, S.W.
1869, Feb. 22	SAUNDERS, EDWARD	6, Bishopsgate Street Without, E.C.
1868, Aug. 17	SAVILL, ALFRED	3, St. Helen's Place, E.C.; and Chigwell, Essex.
1879, Jan. 6	SCARGILL, ALFRED	11, East Parade, Sheffield.
1874, Feb. 2	SCARTH, WILLIAM T. . . . (*Member of Council*)	Raby Castle, Darlington.
1869, Mar. 8	SCOTT, THOMAS COLVILLE . .	7, Moorgate Street, E.C.
1875, Mar. 1	SEARLE, FRANCIS WILLIAM . .	Marsh House, Tottenham, Middlesex.
1879, Mar. 3	SELBY, CHARLES FREDERIC . .	5, Westminster Chambers, S.W.
1875, Mar. 1	SHACKEL, GEORGE	12, The Forbury, Reading, Berks.
1876, Mar. 6	SHAW, JOHN	College Place, Derby.
1868, Jul. 13	SHOPPEE, CHARLES JOHN . . (*Member of Council*)	61, Doughty Street, W.C.
1872, Apr. 22	SLATER, GEORGE.	Canterbury.
1868, Oct. 26	SMELLIE, THOMAS DAVIES . .	209, St. Vincent Street, Glasgow.
1868, Aug. 17	SMITH, CHARLES BOVILL . .	Wickham, Hants.
1868, Jul. 13	SMITH, CHARLES JOHN . . .	94, Cheyne Walk, Chelsea, S.W.
A. '70, Mar. 21 M. '78, Mar. 11	SMITH, CHARLES JOHN . . .	16, Whitehall Place, S.W.
1868, Jun. 15	SMITH, EDMUND JAMES . . . (*Past-President*)	16, Whitehall Place, S.W.
1872, Feb. 26	SMITH, THOMAS TAYLER . .	33, Bloomsbury Square, W.C.
1868, Aug. 10	SNOOKE, WILLIAM	6, Duke Street, London Bridge, S.E.
1868, Nov. 9	SOUTHWELL, CHARLES JOSIAH .	9, Whitehall Place, S.W.
1868, Jul. 27	SPACKMAN, HENRY	6, Terrace Walks, Bath.
1868, Jun. 15	SQUAREY, ELIAS PITTS . . . (*Vice-President*)	22, Great George Street, S.W.; and The Moot Downton, Salisbury.
1871, Feb. 13	ST. QUINTIN, PERRY. . . .	37, Threadneedle Street, E.C.
1868, Aug. 17	STANLEY, HENRY	Bury St. Edmunds, Suffolk.
1868, Jun. 15	STATTER, THOMAS	Standhall, Whitefield, Manchester.
1877, Jan. 15	STENNING, ALEXANDER ROSE .	27, Fenchurch Street, E.C.
1868, Jun. 15	STEPHENSON, CHARLES . . . (*Member of Council*)	45, Parliament Street, Westminster, S.W.
1876, Jan. 24	STEPHENSON, CHRISTOPHER. .	Naworth Estate Office, Brampton, Cumberland.
1868, Jul. 27	STEWARD, HERBERT THOMAS .	3, Victoria Street, S.W.
1868, Jul. 20	STURGE, ROBERT FOWLER . .	34, Corn Street, Bristol.
1868, Jun. 15	STURGE, WILLIAM . . . . (*Past-President*)	34, Corn Street, Bristol.

Date of Election and of Transfer.	MEMBERS.	
1874, Feb. 16	SWORDER, GEORGE EDWARD .	Bishop's Stortford, Herts.
1875, Feb. 15	SWORDER, WILLIAM	Stapleford Tawney Hall, near Romford, Essex.
A. '70, Feb. 7 M. '78, Jan. 28	TATHAM, GEORGE HENRY . .	34, Essex Street, Strand, W.C.
1874, Jan. 19	THOMAS, JOSIAH	Athenæum Chambers, Nicholas Street, Bristol.
1878, Jan. 14	*THURSFIELD, THOMAS HOWELLS	Barrow, Brosely, Shropshire.
1868, Jun. 15	THYNNE, EDWARD LEWIS . .	11, Great George Street, S.W.
1869, Jan. 11	THYNNE, FREDERICK GEORGE .	11, Great George Street, S.W.
1875, Jan. 18	TOLLEY, JAMES	66, Cannon Street, E.C.
1877, Jan. 29	TOOTELL, JOSEPH	Maidstone, Kent.
1877, Jan. 29	TOOTELL, RICHARD WILLIAM .	11, Queen Victoria Street, E.C.
1876, Apr. 24	TOWER, BROWNLOW RICHARD CHRISTOPHER	Market Harborough, Leicestershire.
1868, Jun. 15	TRIST, GEORGE	62, Old Broad Street, E.C.
1874, May 11	TROLLOPE, CHARLES BROWN .	13, Parliament Street, Westminster, S.W.
1868, Jun. 15	TRUMPER, RICHARD	23, Lincoln's Inn Fields, W.C.
1868, Aug. 3	TUCKETT, PHILIP DEBELL . .	10A, Old Broad Street, E.C.
1878, Dec. 9	TUNLEY, GEORGE	14, Clement's Lane, E.C.
1869, Feb. 8	TURNER, WILLIAM	1, Butter Market, Ipswich, Suffolk.
1879, May 12	TURNER, WILLIAM WEBB . .	9, Clinton Place, Seaford, Sussex.
1880, Feb. 16	VAUGHAN, EVAN	6, Moorgate Street, E.C.
A. 1873, Dec. 8 M. 1878, Nov. 11	VENABLES, FREDERICK . . .	62, Chancery Lane, W.C.
1876, Feb. 21	VERNON, ARTHUR	Borshams, High Wycombe, Bucks; and 26, Great George Street, Westminster, S.W.
1880, Mar. 1	VERNON, WALTER LIBERTY .	4, Trinity Street, Hastings; and 26, Great George Street, Westminster, S.W.
1876, Jan. 20	VIGERS, ASTLEY	4, Frederick's Place, E.C.
1871, Dec. 4	VIGERS, EDWARD, JUN. . . .	38, Parliament Street, Westminster, S.W.
1868, Jun. 15	VIGERS, FRANCIS . . . . . (*Member of Council*)	4, Frederick's Place, E.C.
1868, Jun. 15	VIGERS, ROBERT	4, Frederick's Place, E.C.
1872, Dec. 9	VULLIAMY, GEORGE	Metropolitan Board of Works, Spring Gardens, S.W.
1869, Jan. 25	WARING, THOMAS	St. John's Square, Cardiff.
'69, Mar. 8. '75, Apr. 12.	WARNER, WILLIAM HENRY . .	99, Mount Street, Grosvenor Square, W.
1868, Jun. 15	WATNEY, DANIEL. . . . . (*Member of Council*)	62, Old Broad Street, E.C.
1880, Mar. 1	WATSON, HERBERT EDWARD .	Thorney, near Peterborough.
1876, Dec. 18 1879, Nov. 10	WATTS, CHARLES	37, Great George Street, Westminster, S.W.
1872, May 6	WEALL, JOHN	38, High Street, Watford.
1869, Dec. 6	WEBB, GEORGE	Tunstall, Sittingbourne, Kent.
1868, Jul. 20	WESTBURY, GILES	Andover, Hants.
1868, Nov. 9	WHICHCORD, JOHN	Palace Chambers, 9, Bridge Street, Westminster.
1874, Apr. 27	WIDNELL, FREDERICK GRAINGER	13, Parliament Street, Westminster, S.W.

Date of Election.	MEMBERS.	
A. 1870, Feb. 7 M. 1876, Nov. 13	*Wigram, John	South Collingham, Newark, Notts.
1868, Jul. 20	Williams, George Barnes .	Frederick's Place, E.C.
1870, May 9	Williams, Stephen William .	Rhayader, Radnorshire.
1880, Mar. 1	Williams, William	Salop Road, Oswestry.
1876, Mar. 6	Williamson, Francis . . .	31, Castle Gate, Nottingham.
1868, Aug. 10	Willmot, Francis	6, Waterloo Street, Birmingham.
1868, Jun. 15	Withall, Richard Augustus .	29, Great George Street, Westminster, S.W.
1868, Jun. 15	Wood, Frederick	Albert House, Rugby, Warwickshire.
1868, Jul. 13	Wood, William Bryan . . .	Chippenham, Wilts.
1873, Feb. 10	Woodcock, Richard . . .	20, Darlington Street, Wolverhampton.
1875, Mar. 1	Woodthorpe, Edmund. . .	2, Coleman Street Buildings, Moorgate St., E.C
1868, Jun. 15	Woolley, Thomas Smith . . (*Vice-President*)	South Collingham, Newark, Notts.
A. 1871, Nov. 13 M. 1877, Jan. 29	Woolley, William Edward .	Loughborough, Leicestershire.
1872, Dec. 9	Wright, William Edward .	King's Lynn, Norfolk.
1872, Apr. 22	*Wright, William	Wollaton, Nottinghamshire.
1876, Feb. 21	Yeoman, George Dundas . .	Priory Lodge, Bedford.

Associates.

Date of Election.		
1876, Mar. 20	Acland, Sir Thomas Dyke, Bart., M.P.	Killerton, Exeter.
1878, Feb. 11	Ambrose, William, Q.C. . .	Westover, West Heath, Hampstead, N.W.
1868, Nov. 2	Badcock, Philip	9, Whitehall Place, S.W.
1879, Dec. 8	Balding, Albert	Barkway, Herts.
1868, Jul. 27	Barry, John Wolfe . . .	23, Delahay Street, Westminster, S.W.
1875, Dec. 13	Batten, John Winterbotham	3, Harcourt Buildings, Temple, E.C.
1876, Dec. 18	Bazalgette, Charles Norman	1, Essex Court, Temple, E.C.
1879, Feb. 3	Beale, James Samuel . . .	28, Great George Street, S.W.
1868, Nov. 9	Beauchamp, Charles Davie .	9, Whitehall Place, S.W.
1880, Jan. 19	Beck, T. Coker	Sladesbridge, Cornwall.
1878, Feb. 11	Bevan, Walter	Melton Hill, Townsville, Queensland.
1869, Feb. 22	Bidder, George Parker, Q.C.	3, Paper Buildings, Temple, E.C.
1875, Feb. 1	Bidwell, Shelford . . .	9, Whitehall Place, S.W.
1875, Feb. 1	Birch, Robert William Peregrine	5, Westminster Chambers, S.W.
1875, Feb. 1	Blakeway, John	5 and 6, Lancaster Place, Strand, W.C.

Date of Election.	ASSOCIATES.	
1878, May 13	Blosse, Edward F. Lynch	2, Cathedral Road, Cardiff.
1879, Mar. 31	Boodle, Francis Edward	4, Whitehall, S.W.
1868, Jun. 23	Bramwell, Frederick Joseph	37, Great George Street, Westminster, S.W.
1870, Dec. 12	Cardall, Frederic William	9, Whitehall Place, S.W.
1869, Jul. 26	Carlisle, William Thomas	8, New Square, Lincoln's Inn, W.C.
1870, Feb. 7	Carritt, Ernest	4, Lime Street Square, Lime Street, E.C.
1879, Jan. 6	Casserley, Samuel William	7, Crown Office Row, Temple, E.C.
1871, Feb. 13	Castle, Edward James	4, Brick Court, Temple, E.C.
1870, May 9	Catling, Robert Charles	Needham Hall, Elm, Cambridgeshire.
1879, May 12	Chapman, James Charles	58, Lincoln's Inn Fields, W.C.
1876, Nov. 13	Clarke, Daniel	Easton Street, High Wycombe, Bucks.
1876, Feb. 7	Clayden, Walter	6, Moorgate Street, E.C.
1874, Jan. 5	Cooke, William George	3, Vine Terrace, York Road, S.E.
1876, Dec. 18	Cox, James Ponsonby, Colonel	81, Onslow Square, S.W.
1870, Jan. 10	Crawley, William Jeeves	10, Waterloo Place, Pall Mall.
1875, Mar. 1	Cruse, Edmund	Warminster, Wiltshire.
1879, Mar. 17	Cudlipp, William	62, Old Broad Street, E.C.
1875, Feb. 15	Dale, John	16, Whitehall Place, S.W.
1875, Apr. 26	Dashwood, Frederick Loftus	Kirtlington, Oxford.
1877, Dec. 10	Davis, James	32, Strand, W.C.
1869, Jan. 25	Dowden, Henry Joseph	4, Whitehall, S.W.
1869, Jun. 28	Easton, Edward	9, Delahay Street, S.W.
1874, Apr. 27	Edwards, John, Q.C.	1, Harcourt Buildings, Temple, E.C.
1877, Apr. 16	Edwards, John Frederick James	Orleton, Tenbury, Worcestershire.
1879, Jan. 20	Eiloart, Frederick Edward	40, Chancery Lane, W.C.
1880, Mar. 15	Ellis, Ernest Harold	132, High Street, Guildford.
1869, Feb. 8	Fawcett, James Pogue	5, Lancaster Place, W.C.
1880, Jan. 19	Fenning, Herbert Samuel	Park Farm Office, Woburn, Bedfordshire.
1869, Feb. 22	Fowler, John	2, Queen Square Place, S.W.
1878, Feb. 11	Freeman, George Mallows	11, King's Bench Walk, Temple, E.C.
1878, Mar. 11	Freshfield, Edwin	5, Bank Buildings, E.C.
1876, Mar. 20	*Freshfield, William Dawes	5, Bank Buildings, E.C.
1877, Mar. 12	Fulton, Hamilton	7, Vigo Street, Regent Street, W.
1868, Jul. 27	Garrard, Arthur	17, Finsbury Square, E.C.
1876, Dec. 18	Gedge, Sydney	1, Old Palace Yard, S.W.
1879, Apr. 28	Gepp, Charles Bramston Osborne	Chelmsford, Essex.
1872, Apr. 8	Gepp, Thomas Morgan	Chelmsford, Essex.
1878, Dec. 9	Gibson, Walter Matthew	37, Great George Street, S.W.

Date of Election.	ASSOCIATES.	
1874, Feb. 16	Goldney, Gabriel Prior . .	3, Essex Court, Temple, E.C.
1877, Feb. 12	Gotto, Frederick Edward .	New Barnes Road, Ely, Cambridgeshire.
1869, Jan. 11	Grantham, Richard Boxall . (*Associate of Council*)	22, Whitehall Place, S.W.
1874, Jan. 5	Grantham, Richard Fuge . .	22, Whitehall Place, S.W.
1877, Mar. 26	Harding, Edward Ernest .	16, St. Paul's Churchyard, E.C.
1877, Mar. 26	Harding, William Daniel, Jun.	16, St. Paul's Churchyard, E.C.
1878, Jan. 28	Harrington, George Frederick	16, Abchurch Lane, E.C.
1876, Dec. 18	Harrison, William George, Q.C.	11, King's Bench Walk, Temple, E.C.
1878, Dec. 9	Harvey, John James Sayer .	Tunstall, Sittingbourne.
1875, Dec. 13	Higgin, William Housman, Q.C.	4, St. James' Square, Manchester.
1875, Jan. 4	Hill, Alexander Staveley, Q.C., M.P., &c., &c. . . .	3, Garden Court, Temple; and Oxley Manor Stafford.
1870, May 23	Hollway, John George . .	Lamb Building, Temple, E.C.
1868, Jul. 20	Horsley, Richard	11, Bull-and-Mouth Street, E.C.
1869, Feb. 8	Hubbersty, Henry Alfred .	Buxton, Derbyshire.
1873, Feb. 10	Ingram, Walter Feilde . .	89, Chancery Lane, W.C.; and Firle, Lewes.
1879, Dec. 8	Janson, Frederick Halsey .	41, Finsbury Circus, E.C.
1879, Nov. 24	Jessett, Charles	62, Old Broad Street, E.C.
1870, Jan. 24	Johnston, Andrew	97, Gresham Street, E.C.
1875, Dec. 13	Kaye, John Edward . . .	8, John Street, Adelphi, W.C.
1873, Apr. 21	*King, William	Gas Office, Duke Street, Liverpool.
1874, Feb. 2	Ledgard, Frederick Thomas Durell	1, Temple Gardens, Temple, E.C.
1868, Jul. 6	Lee, Charles Williams . .	8, Adelphi Terrace, W.C.
1876, Apr. 3	Lee, George Cansfield . .	North Eastern Railway, York.
1873, Jan. 27	Lermit, Alfred William . .	32, Bedford Row, W.C.
1874, Feb. 16	Littler, Ralph Daniel Makinson, Q.C.	1, Plowden Buildings, Temple, E.C.
1879, Dec. 8	Lloyd, Eyre	6, Pump Court, Temple, E.C.
1869, Mar. 4	Lott, Joseph	19, Great George Street, S.W.
1877, May 18	Lucas, Joseph	Tooting Graveney, S.W.
1876, Jan. 15	Marriott, George Wharton .	Ingestre, Stafford.
1874, Feb. 16	Marriott, William Thackeray, Q.C., M.P.	6, Crown Office Row, Temple, E.C.
1873, Nov. 13	Martin, Charles William .	Quorn Place, Loughborough, Leicestershire.

Date of Election.	ASSOCIATES.	
1878, May 13	Maughan, Joseph Henry . .	9, New Street, Great Grimsby.
1878, Jan. 28	Meston, Joseph Fyfe . . .	20, Spring Gardens, S.W.
1879, Jan. 6	Meysey-Thompson, Albert Childers	4, Paper Buildings, Temple, E.C.
1875, Jan. 4	Michael, William Henry, Q.C.	38, Parliament Street, S.W.
1869, Jan. 25	Nash, Alfred James . . .	Farnham, Surrey.
1875, Dec. 13	Nevile, Henry William . .	Broughton Estate Office, 8, John Dalton Street, Manchester.
1875, Feb. 1	Newman, George Gunnell .	75, Cornhill, E.C.
1880, Jan. 19	Newmarch, Henry Charles .	37, Great George Street, S.W.
1874, Feb. 2	Nixon, Samuel	29, Great George Street, S.W.
1878, Feb. 11	Norris, Walter Henry . .	Alban Villa, Watford, Herts.
1875, Nov. 8	Pain, Coard Squarey . . .	4, Cook Street, Liverpool.
1880, Jan. 19	Parker, Cecil Thomas, The Hon.	Evershot, Dorsetshire.
1876, Apr. 24	Parker, Frederick Searle .	17, Bedford Row, W.C.
1875, May 10	Payne, William Percy . .	Midland Railway Station, Derby; and 136, Mansfield Road, Nottingham.
1872, Nov. 11	Payne, William Seth Robert	141, Fenchurch Street, E.C.
1869, Dec. 6	Petre, Henry William, The Hon.	Springfield, Chelmsford, Essex.
1869, Feb. 22	Philbrick, Fredk. Adolphus, Q.C.	Lamb Building, Temple, E.C.
1875, Jan. 4	Pledger, Joseph Augustus .	Boreham Lodge, Chelmsford.
1874, Feb. 16	Powell, Reginald Henry . .	Lewes, Sussex.
1871, Feb. 27	Quick, Joseph, Jun. . . .	29, Great George Street, S.W.; and Sumner Street, Southwark, S.E.
1868, Nov. 9	Rees, John Charles . . .	13, Great George Street, S.W.
1869, Feb. 8	Rex, William	311, Kentish Town Road, N.W.
1876, May 8	Rich, Robert	Sarsden Estate Office, near Chipping Norton, Oxfordshire.
1876, Jan. 24	Roberts, Charles	3, Upper Montague Street, Russell Square, W.C.
1874, Feb. 2	Roberts, Charles Gay . . .	Haslemere, Surrey.
1876, Dec. 18	Ryde, Arthur Lyon . . .	29, Great George Street, Westminster, S.W.
1875, Nov. 8	Ryde, Edward Harrow . .	Cranley House, Fontenoy Road, Balham, S.W.
1880, Feb. 16	Sexby, John James	Metropolitan Board of Works, Spring Gardens, S.W.
1871, Feb. 13	Shield, Hugh, M.P. . . .	13, King's Bench Walk, Temple, E.
1877, Jan. 29	Shoppee, Charles Herbert .	61, Doughty Street, W.C.

Date of Election.	ASSOCIATES.	
1878, Feb. 11	SHOPPEE, CONRAD JOSEPH . .	61, Doughty Street, W.C.
1879, Apr. 28	SLADEN, ST. BARBE	1, Delahay Street, Westminster, S.W.
1879, Mar. 17	SMITH, GEORGE CECIL . . .	16, Whitehall Place, S.W.
1876, May 8	SMITH, HENRY	8, John Street, Adelphi, W.C.
1875, Apr. 26	SMITH, HENRY HERBERT . .	6, Whitehall, S.W.
1868, Jul. 27	SMITH, HERBERT EDMUND . .	Darlington, Durham.
1878, Apr. 8	SMITH, JOHN SMALMAN . . .	3, Hare Court, Temple, E.C.
1879, Apr. 28	SMITH, LUMLEY, Q.C. . . .	10, King's Bench Walk, Temple, E.C.
1869, Jan. 11	SMITH, WILLIAM BINNS . . .	7, St. James' Street, S.W.
1868, Nov. 9	SMYTH, EDWARD	9, Whitehall Place; and 52, Wiltshire Ro Brixton, S.W.
1879, Jan. 6	STEPHENSON, CHARLES WILLIAM	1, Prince's Street, Westminster, S.W.
1876, Mar. 20	ST. QUINTIN, RICHARD SAMUEL	37, Threadneedle Street, E.C.
1875, Dec. 13	STRUTT, EDWARD GERALD, THE HON.	Terling Place, Witham, Essex.
1875, Jan. 4	STRUTT, FREDERICK, THE HON.	88, Eaton Square; and Milford House, Derby
1877, Dec. 10	SUTTON, HENRY	Farrar's Building, Temple, E.C.
1869, Jul. 26	TAYLOR, GEORGE.	Tithe and Inclosure Commission Office, James's Square, S.W.
1876, May 8	THESIGER, THE RIGHT HON. LORD JUSTICE	30, Stanhope Gardens, S.W.
1870, Feb. 21	THOMPSON, CHARLES WILLIAM .	Vacant Lands' Office, Guildhall, E.C.
1868, Jul. 20	TROLLOPE, GEORGE FRANCIS .	15, Parliament Street, Westminster, S.W.
1880, Jan. 5	TURNER, FRANCIS	5, Pump Court, Temple, E.C.
1878, Jan. 28	VIGERS, LESLIE ROBERT . .	4, Frederick's Place, Old Jewry, E.C.
1879, Mar. 3	WAKEFIELD, GODFREY . . .	5, Chancery Lane, W.C.
1880, Mar. 1	WALKER, LEON VICTOR . . .	5, Chancery Lane, W.C.
1876, Nov. 27	*WEBSTER, RICHARD EVERARD, Q.C.,	2, Pump Court, Temple, E.C.
1871, Feb. 13	WHITE, FREDERICK MEADOWS, Q.C., (*Associate of Council*)	4, Paper Buildings, Temple, E C.
1873, Jan. 27	WHITE, THOMAS JENNINGS . .	8, Whitehall Place, S.W.
1876, Dec. 18	WILL, JOHN SHIRESS . . .	3, Pump Court, Temple, E.C.
1875, Jan. 18	WILLIAMS, LEONARD JAMES .	6, Furnival's Inn, E.C.
1869, Apr. 5	WILLIAMS, RICHARD PRICE . .	38, Parliament Street, S.W.
1880, Jan. 19	WILLIAMS, WILLIAM HERBERT .	Llandaff,, Glamorganshire.
1876, Apr. 3	WILLIAMS, WILLIAM WELSBY .	Farnham, Surrey.
1877, Jan. 29	*WILSON, RODERIC JOHN . .	24, Old Square, Lincoln's Inn, W.C.
1870, Jan. 10	WING, THOMAS TWINING . .	17, Woburn Square, W.C.
1875, May 15	WINCKWORTH, LEWIS . . .	31, Abingdon Street, Westminster, S.W.
1879, Mar. 17	WOOD, HENRY	97, Gresham Street, E.C.
1876, Feb. 7	WOOLLEY, THOMAS CECIL SMITH	South Collingham, Newark, Notts.
1876, Apr. 24	WYATT, ROBERT	Acton Hill, Stafford.
1878, Dec. 9	YOUNG, MORGAN HENRY . .	6, John Street, Bedford Road, W.C.

Students.

Date of Admission.		
1879, Oct. 10	Chevallier, Harvey . . .	32, Bedford Row, W.C.
1877, May 14	Cosens, Alan	10, Palace Road, Upper Norwood, S.E.
1878, May 13	Clark, Harding Thomas . .	67, Fellows Road, Hampstead.
1878, Dec. 20	Davis, Charles James . . .	2, The Terrace, Kennington Park, S.E.
1879, Nov. 10	Furber, Henry Aubrey . .	6, Upper Hamilton Terrace, N.W.
1879, Mar. 31	Gurney, Harold	8, Upper Hamilton Terrace, N.W.
1879, Jan. 20	Nottage, William Griggs. .	Mawbyns, Breakspear's Road, New Cross, S.E.
1879, May 12	O'Meara, Alfred	19, Conduit Street, Regent Street, W.
1880, Jan. 5	Watney, Walter Daniel . .	The College, Cirencester.

Members and Associates are particularly requested to communicate any changes of address to the Secretary, in order to obviate delay in the transmission of the Papers, &c., to which they are entitled.